

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

Civil Action # 05-10192

ONE STAR CLASS SLOOP SAILBOAT  
BUILT IN 1930 WITH HULL NUMBER  
721, NAMED “FLASH II”,

Defendant.

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KERRY SCOTT LANE,

Claimant.

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**CLAIMANT KERRY SCOTT LANE, M.D.’S,  
POST-TRIAL MEMORANDUM**

At trial this Court posed a crucial question to the government: “Where is the evidence that Anderson... took one penny of the \$16,000 that Milo transferred to him and used it in any way for the boat?” (Trial, p. 116.) The government failed utterly to answer that question, stating instead that the court could infer that Anderson invested Milo’s proceeds into Flash II.

This Court found that \$16,000 in drug money is traceable from Gary Milo to Ole Anderson sometime during the last six months of 1997; that during this period of time the restoration of Flash II was proceeding; and that legitimate expenses of Flash II for storage and restoration work were being incurred. (Trial p. 127-128.) The Court found a “fair inference” that Anderson was paying expenses for the Flash II (Trial p. 128), and that during the same period Dr. Lane, an owner of the vessel, was paying Anderson various sums to restore the Flash II. *Id.*

## ARGUMENT

### **I. The government failed to prove that any money invested in the Flash II was “traceable to” a drug crime pursuant to 21 U.S.C. § 881(a)(6)**

The government has the burden of tracing proceeds into this specific asset, the Flash II, by a preponderance of the evidence. 18 U.S.C. § 983( c). The government bears a heightened burden when it attempts to prove traceable proceeds under 21 U.S.C. § 881(a)(6). *United States v. McGauley*, 279 F.3d 62, 77 (1<sup>st</sup> Cir., 2002).

Any interest in property purchased with illegitimate assets is forfeitable, but any interest purchased with legitimate assets, even the legitimate assets of a drug dealer or someone who knows they are doing business with a drug dealer, is not forfeitable because it is not "proceeds traceable to" a drug transaction. *United States v. One 1980 Rolls Royce*, 905 F.2d 89, 91 (5th Cir. 1990); *United States v. Pole No. 3172, Hopkinton*, 852 F.2d 636, 639-40 (1st Cir. 1988).

*United States v. 20832 Big Rock Drive*, 51 F.3d 1402, 1410-1411 (9th Cir. 1995). In civil forfeiture “proceeds” cases “the government is required to trace the seized property *directly* to the offense giving rise to the forfeiture.” *United States v. \$8,221,877.16 in United States Currency*, 330 F.3d 141, 158 (3d Cir. 2003) (emphasis added).

#### **A. The government's theory of forfeitability fades away without a trace once Gary Milo's drug money is transferred to Ole Anderson.**

“[T]he term ‘traceable to’ means exactly what it says.” *United States v. Voigt*, 89 F.3d 1050, 1087 (3d Cir. 1996). Where the tainted drug money becomes commingled in an account or other container with untainted property, “the government's burden of showing that money in the account or an item purchased with cash withdrawn therefrom is ‘traceable to’ illegal activity will be difficult, if not impossible, to satisfy.” *Id.* However, that is the government’s burden.

For twenty years now, courts have rejected the belief “that forfeitability spreads like a disease. ...After all, only the actual proceeds of drug transactions are forfeitable.” *United States*

*v. Pole No. 3172*, 852 F.2d 636, 639 (1st Cir. 1988). "[T]he presence of one illegal dollar in an account does not taint the rest - as if the dollar obtained from fraud were like a drop of ink falling into a glass of water." *United States v. McGauley*, 279 F.3d 62, 76-77 (1st Cir. 2002), quoting *United States v. \$ 448,342.85*, 969 F.2d 474, 476 (7th Cir. 1992).

Cases where courts have found commingled funds traceable to drug offenses and thus forfeitable under 21 U.S.C. § 881(a)(6) involve situations where the claimants' legitimate incomes were insufficient to explain the large value of property found in their possession.<sup>1</sup> Even when the assets at issue belonged to a drug dealer, possession of large sums of money has tended to support its forfeitability as traceable drug proceeds "only where a claimant's verifiable income could not possibly account for the level of wealth displayed." *United States v. One 1980 Cessna 441 Conquest II Aircraft*, 989 F. Supp. 1465, 1469-1470 (D. Fla. 1997), quoting *United States v. Funds in the Amount of \$ 9,800*, 952 F. Supp. 1254, 1262 (N.D. Ill. 1996). In a case where cash and gold concealed in a drug dealer's house "cry out that they are illegal drug proceeds," the government was required to show more than the existence of substantial illegal proceeds to establish that vehicles, art and other luxury items were purchased with proceeds of his drug

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<sup>1</sup> See for example, *United States v. Parcels of Land*, 903 F.2d 36, 39-42 (1st Cir. 1990) (finding forfeiture appropriate when there is "scant evidence in the record of any 'substantial' sources of legitimate income" and yet over a million dollars worth of property); *United States v. Dusenbery*, 223 F.3d 422, 425 (6th Cir. 2000) (finding that defendant's admission that he purchased property with drug proceeds and his testimony that he was unemployed for two years constituted sufficient evidence of link to support forfeiture), *aff'd* on other grounds, 534 U.S. 161 (2002); *United States v. \$ 174,206.00*, 320 F.3d 658 (6th Cir. 2003)(evidence of legitimate income that is insufficient to explain the large amount of property seized, unrebutted by any evidence pointing to any other source of legitimate income satisfies the burden imposed by the statute); *United States v. One Parcel of Real Property*, 921 F.2d 370, 376 (1st Cir. 1990) (evidence that the *bulk* of defendant's *cash flow* for two years immediately prior to purchase of property was from illegal drug sales sufficient to show probable cause that property, at least in part, was acquired with illegal proceeds).

dealing, and thus also subject to forfeiture. *United States v. 40 Clark Rd.*, 52 F. Supp. 2d 254 (D. Mass. 1999). While the drug dealer's substantial illegal income in that case justified

strong suspicion that many, if not all, of Rosenzweig's possessions were derived from his illegal drug activities and not from legitimate sources, suspicion is not enough to establish [forfeiture under a traceable proceeds theory]. See 28 *Emery Street*, 914 F.2d at 3.<sup>2</sup>

*Id.* at 264 (applying the probable cause burden of proof).

The government has proffered no more than mere suspicion that any of the funds that Ole Anderson used to pay for maintenance of the Flash II during the last six months of 1997 included any portion whatsoever of Gary Milo's \$16,000 in tainted currency. Here, in contrast, Dr. Lane's legitimate funds, submitted to Ole Anderson to pay Marblehead's bills for materials and labor far outstripped the amounts of Marblehead's invoices.<sup>3</sup> See *United States v. Pole No. 3172*, 852 F.2d 636 (1st Cir. 1988), (under the lower probable cause standard, the court found no grounds for forfeiture where properties sought to be forfeited as proceeds of crime were conceivably within the financial grasp of the claimants' legitimate incomes). Furthermore, no Marblehead invoice lists any amount past due, therefore this Court can fairly infer that all Marblehead invoices through May 1997, which total \$24,807.56 (\$25,802.06 minus the \$994.50 from invoice dated 12/31/1996 marked "credit labor"), were paid in full before June 1997 – before the government alleges that Milo tainted the Flash II with drug money. The only Flash II expenditures during the crucial last half of 1997 (Court finding, Trial pp. 127-128) total \$334.78.

The government cannot meet its burden of proof by merely tracing drug money to Ole

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<sup>2</sup> *United States v. Parcel of Land & Residence at 28 Emery St.*, 914 F.2d 1 (1st Cir. 1990).

<sup>3</sup> As Exhibit 4 shows, by mid-year 1997, Dr. Lane had already invested at least \$39,000, and by the end of 1997 he contributed a total of \$60,000. Marblehead's invoices for the last seven months of 1997 total a mere \$334.78.

Anderson and asking the Court to infer that Ole spent the cash refurbishing the sailboat. A permissive inference cannot supply the proof needed under the preponderance of the evidence standard when a competing inference is equally plausible. See *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 2007 U.S. LEXIS 8270 (S.Ct. # 06-484, June 21, 2007). The government has to show it to be more likely than not that Ole used Milo's cash to pay the Marblehead invoices. Since it is more likely that Ole Anderson deposited Dr. Lane's checks and sent a check to Marblehead, the government cannot supply its missing element by inference.

If the government had shown Gary Milo's drug proceeds became commingled with Ole Anderson's untainted funds, "whether in a bank account or in a tattered suitcase" the commingled funds "cannot be divided without difficulty," *Voigt*, at 1088. In *Voigt*, the Third Circuit vacated a judgment for forfeiture of jewelry purchased with commingled tainted and untainted funds. Like other circuits, the court found it "difficult, if not impossible" to determine what portions of the commingled funds were used to purchase the jewelry:

While we can envision a situation where \$500,000 is added to an account containing only \$500, such that one might argue that the probability of seizing "tainted" funds is far greater than the government's preponderance burden (50.1%), *such an approach is ultimately unworkable*. ... Once we distinguish the money from its container, it also follows that the presence of one illegal dollar in an account does not taint the rest—as if the dollar obtained from [money laundering activity] were like a drop of ink falling into a glass of water. \$448,342.85, 969 F.2d 474, 476 (7th Cir. 1992).

*Id.* at 1087 (emphasis added).

Here, the government has a further problem – it cannot show that Milo's tainted funds were ever commingled in a bank account or tattered suitcase with the checks Dr. Lane paid to refurbish the Flash II. Milo gave Anderson only cash. Trial at p. 22. Milo did not accompany Anderson to the bank to deposit the cash. Trial at p. 54. Depositing Milo's cash into his bank

account would have aroused suspicions at Anderson's bank. Since he lived in South Florida and Marblehead was located in Massachusetts, Anderson probably paid Marblehead's invoices by check. It would be unlikely that Anderson sent packages of cash to Marblehead, when he had checks from Dr. Lane that he had to put through his bank account. One of Dr. Lane's canceled checks were endorsed over to Marblehead shipbuilder Marshal Chapman. Trial Ex.1 p. 22. A cashier's check purchased by Dr. Lane (with Ole Anderson listed as remitter) was paid directly to Marblehead shipbuilder Marshal Chapman. Trial Ex. 1 p. 22. More likely than not, Ole Anderson deposited the rest of Dr. Lane's checks – but not Milo's cash – into his bank account and sent checks by mail to Marblehead to pay for the restoration and storage.

To meet its burden of proof the government has to show it is more likely than not that Anderson used Milo's cash, instead of Dr. Lane's checks, to pay the Marblehead invoices. This it cannot do. The statutory provision governing forfeitures under a proceeds theory specifies "all proceeds *traceable* to such an exchange...." 21 U.S.C. § 881(a)(6). When the government cannot show traceability, [t]he solution... is to give effect to the substitute asset provision." *Voigt* at 1088.

**B. The government cannot trace proceeds that have already been forfeited as substitute assets against Milo because substitute property "by its very nature is not connected to the underlying crime."**

Here, the government attempts to trace funds that have already been ordered forfeited from Gary Milo on the theory that traceable proceeds could not be located, and therefore the substitute assets theory applied. The government thus has a perfectly logical solution – collect its money judgment from Milo, who now has an "obligation to disgorge assets and to continue disgorging assets to the government until [he has] repaid \$9,967,000." (Trial p. 18.) Of course, collecting this judgment may prove difficult, given Milo's change of career to something far less

lucrative – but that is not this Court’s concern.

The very nature of substitute assets prevents this Court from finding that any of Gary Milo’s drug proceeds are traceable to the Flash II. The government obtained an order forfeiting substitute assets *in an amount covering all of the proceeds* that it estimated Gary Milo acquired as a result of his drug dealing. Trial Ex. 4, forfeiting \$9.7 million from Milo as “substitute assets” pursuant to 21 U.S.C. 853(p).

“[T]he substitute asset provision comes into play only when forfeitable property cannot be identified as directly 'involved in' or 'traceable to' [the criminal activity],” *United States v. Candelaria-Silva*, 166 F.3d 19, 43 (1st Cir. 1999), quoting *Voigt*, 89 F.3d at 1086.

A criminal forfeiture order may take several forms. First, the government is entitled to an in personam judgment against the defendant for the amount of money the defendant obtained as proceeds of the offense. Second, to the extent the government can trace any of the proceeds to specific assets, it may seek the forfeiture of those assets directly pursuant to 21 U.S.C. § 853(a)(1). Third, *if as a result of some act or omission of the defendant, the government cannot trace the proceeds to specific assets*, it may seek the forfeiture of “any property, cash or merchandise, in satisfaction of the amount of criminal forfeiture to which it is entitled.” *United States v. Voigt*, 89 F.3d 1050, 1088 (3d Cir. 1996); *see* 21 U.S.C. § 853(p) (*authorizing forfeiture of substitute assets*).

In *Voigt*, the Third Circuit held that a defendant convicted of laundering \$ 1.6 million was required to forfeit that amount as a money judgment. See 89 F.3d at 1084. When the government could not directly trace any forfeitable proceeds to the defendant's current assets, the court held that the government could satisfy the \$ 1.6 million judgment by seeking forfeiture of the defendant's assets as substitute assets. See *id.* at 1088.

Similarly, in this case, the district court ordered forfeiture of the Montanez property as a substitute asset to satisfy, at least in part, the \$ 6,000,000 money judgment set forth in the preliminary order of forfeiture *because the government established that it could not trace any of the criminal proceeds* into any of the defendant's current assets.

*United States v. Candelaria-Silva*, 166 F.3d 19, 43 (1st Cir. 1999) (emphasis added).

Substitute assets, by their very nature, cannot be traced to the underlying crime. *United*

*States v. Saccoccia*, 354 F.3d 9 (1<sup>st</sup> Cir., 2003)

The operative statutory language requires that a defendant forfeit "tainted" property, viz., property (i) acquired by committing the offense, and (ii) "constituting, or derived from, any proceeds . . . obtained, directly or indirectly" from its commission. 18 U.S.C. § 1963(a)(1),(3)<sup>4</sup>. . . . In the event that tainted property is unavailable for forfeiture (as when it has been transferred to a third party), the government may recover "substitute" property, viz., defendant's other untainted property of equivalent value. See *id.* § 1963(m); *United States v. Lester*, 85 F.3d 1409, 1411 n.3 (9th Cir. 1996) ("Substitute property,' . . . by its very nature is not connected to the underlying crime.") (citation omitted).

*Id.* at 12 (footnote omitted). "[A]ssets do not become forfeitable as substitute assets unless and until a court has determined that the requirements of subsection (m) have been satisfied and a forfeiture order has been entered." *United States v. Saccoccia*, 165 F. Supp. 2d 103,113 (D.R.I. 2001) (hereinafter, "*Saccoccia I*"). "Stated another way, this category of assets does not come into play in the forfeiture process until such time as the Government can no longer trace assets as funds derived directly from the RICO activity," *United States v. Salvagno*, 2006 U.S. Dist. LEXIS 61471, 36-40 (D.N.Y. 2006).

Here, as required under 21 U.S.C. § 853(p), the government made a showing of due diligence in trying to locate any of the proceeds from Milo's drug dealing. The United States' Motion for Issuance of a Preliminary Order of Forfeiture and a Money Judgment," *United States v. Gary Milo*, (D.Mass. 04-CR-10054-NG) Exhibit 3, states: "the Government has shown that the Defendant received \$9,967,500, as proceeds of the offense charged.... The Government has attempted to locate these funds, but has been unable to do so." (*Id.*, paragraph 6.) Pursuant to its "extraordinary discovery rights in identifying and locating forfeitable property"

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<sup>4</sup> The forfeiture provisions prescribed by RICO and by 21 U.S.C § 853, are similar and cases interpreting RICO are cited as persuasive analogous authority. *Id.* at 12, citing *United States v. Hooper*, 229 F.3d 818, 821 n.7 (1st Cir. 2000).



The United States ... identified \$650,000 in cash as directly forfeitable. Specifically, (1) \$150,000 in drug proceeds that the Defendant transferred to one of his relatives, believed to be his sister, Sandra Milo, (2) \$100,000 in drug proceeds the Defendant transferred to another relative, believed to be another sister of the Defendant, (3) \$100,000 in cash currently in the Defendant's possession, and (4) \$300,000 in various checking accounts controlled by the Defendant.

Ex. 3 paragraph 7.

The government reserved "the right to conduct additional discovery to locate forfeitable assets to satisfy the Money Judgment" (*Id.*, paragraph 10) and requested that it be permitted to undertake whatever discovery is necessary to identify, and locate property subject to forfeiture:

In the event that additional assets are identified which are subject to forfeiture either directly or pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 982, the United States will seek an amended Preliminary Order of Forfeiture.

*Id.*, paragraph 13-14.

Then, on June 29, 2006, Judge Gertner issued a Second Amended Preliminary Order of Forfeiture of Substitute Assets in an amount up to \$9,967,000 – the entire value *all of the proceeds* the government estimated that Gary Milo had acquired as a result of his drug dealing career. In that Order Judge Gertner recited that in the Preliminary Order of Forfeiture the court permitted the United States to conduct discovery to locate any and all assets, or substitute assets, subject to forfeiture pursuant to 21 U.S.C. § 853 (m) and (p), and that the United States would seek to amend the Order if such assets were identified. The Second Amended Preliminary Order of Forfeiture listed 13 real properties identified as substitute assets. Trial Exhibit 4.

Nowhere in those criminal forfeiture proceedings did the government suggest that it had traced any of Gary Milo's proceeds to Ole Anderson or the Flash II.

*Voigt* rejected as illogical "the government's contention that the 'traceable to' and substitute asset theories merely create alternative paths to forfeiture, which the government may

choose at its option.” *United States v. Voigt*, 89 F.3d at 1086. Accordingly, the Third Circuit concluded that the government was improperly in possession of jewelry Voigt purchased with commingled tainted and untainted funds, stating, “the government must satisfy its forfeiture judgment through the substitute asset provision.” *Id.* at 1088.

Substitute assets are the government’s forfeiture vehicle of last resort when it is unable to trace a defendant’s illicit proceeds. For the purpose of obtaining an order to forfeit substitute assets from Gary Milo, the government declared that, with due diligence, it has only been able to locate 13 real properties and \$650,000 cash possessed by Milo or transferred to family members, and that it has been and continues to be *unable to locate any other proceeds of Milo’s criminal activity*. Having obtained an order subjecting substitute assets up to an amount covering all of Milo’s drug proceeds, it certainly follows that the government cannot now claim an alternative theory that some portion of those same drug proceeds are traceable to defendant property in this in rem proceeding.

Collateral estoppel applies to Judge Gertner’s finding that Milo’s drug proceeds were untraceable. Allowing the government to pursue this civil forfeiture now under a traceable proceeds theory gives the government a forbidden second bite of the apple. See *United States v. Cunan*, 156 F.3d 110, 115 (1st Cir. 1998), citing *United States v. Parcels of Real Property*, 913 F.2d 1, 4 (1st Cir. 1990) (rejecting defendant’s argument that his state narcotics convictions should have no collateral estoppel effect). The test is whether the same parties pursued a remedy that arose from the same “transaction” in an earlier proceeding that ended with a final judgment. *Id.* at 116. See also *United States v. One Parcel of Real Property*, 900 F.2d 470, 472 (1st Cir. 1990) (state guilty pleas collaterally estopped claimants from relitigating the issues disposed of in their criminal case).

## **II. Gary Milo did not own a legal interest in “Flash II” and could not taint it**

The government attempts to trace a portion of Milo’s previously forfeited substitute assets to a sailboat that Mr. Milo lacked even a colorable ownership interest in, much less an ownership interest that could be proven.

The government’s forfeiture theory rests on quicksand. Gary Milo’s drug proceeds – which he allegedly gave or loaned to Ole Anderson to invest in the Flash II – gave Milo no documented interest in the property, either as a co-owner or lienholder. Under the statute of frauds of both Massachusetts (where Flash II was stored) and Florida (where Dr. Lane, Ole Anderson, and Gary Milo all lived) – without written documentation of his interest, Gary Milo acquired no enforceable interest in Flash II. Therefore, the specific property Flash II can not be reached or tainted by Ole Anderson’s acceptance of Gary Milo’s drug proceeds.

### **A. Milo did not have an ownership interest**

Dr. Lane had already bought into the Consortium, and the Consortium had bought out all other interests in Flash II, by the end of July 1996, when Dr. Lane bought out Chuck Fitzgerald’s interest. Dr. Lane and each of the members of the Consortium all had contracts evidencing their ownership in the Consortium that owned Flash II. None of these documents listed Milo as a co-owner.

Government informant Gary Milo said he loaned Ole Anderson \$16,000 in drug money in the last half of 1997. Unlike the Consortium members, Milo obtained no documentation of any ownership interest or lien. He claimed he only had an oral agreement with Anderson.

Given the value of this historic relic, an oral agreement to buy into the consortium that owned Flash II would be unenforceable in the first instance because of the statute of frauds. Under both Massachusetts and Florida state laws, without written documentation of an

ownership interest, Gary Milo never acquired *any* interest in the Flash II.<sup>5</sup>

Furthermore, under both Massachusetts and Florida law, Ole Anderson had no power under the Consortium agreement to transfer any portion of the Flash II to anyone without the express written consent of the owners.<sup>6</sup> Obviously, Ole Anderson could not possibly “reacquire” an ownership interest (Rue, Trial, pp 114-115) that Gary Milo never acquired in the first place.

**B. Milo did not have a valid lien**

Milo’s claimed lien fails because of the same defect as his claim of an ownership interest – his lack of documentation.

At best, before Anderson repaid the loan, Milo may have been in a position similar to having a mechanic’s lien on the boat – *if* the money was actually used to supply parts or labor toward refurbishing or storing the sailboat.

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<sup>5</sup>See: General Laws of Massachusetts (M.G.L.), PART I, TITLE XV, CHAPTER 106. UNIFORM COMMERCIAL CODE, ARTICLE 2, PART 2. Chapter 106: Section 2-201. Formal Requirements: Statute of Frauds, Section 2-201 (1): (“a contract for the sale of goods for the price of five hundred dollars or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or broker.”); and Florida Statute of Frauds, Title XXXIX, Chapter 672, UNIFORM COMMERCIAL CODE: SALES, 672.201(1), Formal requirements; statute of frauds: (“[e]xcept as otherwise provided in this section a contract for the sale of goods for the price of \$500 or more is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his or her authorized agent or broker”).

<sup>6</sup>See: M.G.L., PART I, TITLE XV, Chapter 106: Section 2-202. Final Written Expression: Parol or Extrinsic Evidence (“with respect to which the confirmatory memoranda of the parties agree or which are otherwise set forth in a writing intended by the parties as a final expression of their agreement with respect to such terms as are included therein may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement”); and Florida Statutes, 672.209(2) Modification, rescission, and waiver: (“[a] signed agreement which excludes modification or rescission except by a signed writing cannot be otherwise modified or rescinded.”)

Under Massachusetts law at some point Marblehead had a mechanics lien on the Flash II for storage and cost of supplies until any debt for storage, labor or supplies was satisfied.<sup>7</sup> However, by operation of law, the mechanics lien dissolved 30 days after the Flash II was moved from the Massachusetts port where the lien was incurred unless Marblehead filed a sworn statement claiming such lien with the city where the debt was contracted.<sup>8</sup>

Gary Milo did not comply with the mechanics lien provision. With no written contract to evidence his lien he has no enforceable lien. At best he was an unsecured creditor of Ole Anderson's. Thus Milo's loan to Anderson failed to create a forfeitable property interest in any specified property which may be co-owned by Anderson.

**C. Unsecured creditors lack standing to defend or taint property**

"The federal courts have consistently held that unsecured creditors do not have standing to challenge the civil forfeiture of their debtors' property." *Id.*, quoting *United States v. \$20,193.39*, 16 F.3d 344, 346 (9th Cir. 1994)(collecting cases). Even a person with an in personam judgment against the property owner has no secured interest in any particular asset, and therefore lacks standing to contest the forfeiture of specific property, as a "mere equitable interest in the property was historically not deemed sufficient to confer standing" *United States*

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<sup>7</sup> M.G.L., PART III, TITLE IV., Chapter 255: Section 14: ("If by virtue of a contract, express or implied, with the owners of a vessel or with the agents, contractors or sub-contractors of such owners, or with any of them, or with a person who has been employed to construct, repair or launch a vessel or to assist therein, money is due for labor performed, materials used or labor and materials furnished in the construction, launching or repairs of, ..., the person to whom such money is due shall have a lien upon the vessel, ... to secure the payment of such debt,...; and Section 14A (same lien upon vessel for storage and incidental expenses).

<sup>8</sup> Chapter 255: Section 15. Statement; effect of filing; fees: ("Section 15. Such lien shall be dissolved unless the person claiming it within thirty days after the vessel departs from the port at which she was when the debt was contracted, files in the office of the clerk of the city or town where the vessel was at such time, a statement, subscribed and sworn to by him...").

*v. One-Sixth Share of James J. Bulger in All Present & Future Proceeds of Mass Millions Lottery Ticket No. M246233*, 326 F.3d 36, 44 (1st Cir. 2003).

Section 983(d)(6)(B)(i) codifies pre-CAFRA law holding that the term “owner” does not include a person with only a general unsecured interest in, or claim against, the property or estate of another. Therefore, even assuming that Ole Anderson “reacquired Gary Milo's interest” (Trial p. 114, Ms. Rue’s statement of government’s theory), Gary Milo never had an ownership interest in the Flash II for Anderson to acquire.

**D. Any taint flowed back to Milo once Ole repaid the loan**

In any event Ole Anderson had repaid the unsecured loan to Milo, long before Flash II was seized. Any taint flowing from Milo to Anderson transferred back to Milo when Ole repaid the debt.

**Conclusion**

This Court accurately stated the crucial finding needed for the government to prevail on the issue of forfeitability: “at a minimum factually, I would have to find by a fair preponderance of the evidence that some of that \$16,000 in drug money that went from Milo to Anderson was expended by Anderson on the upkeep or storage of the boat.” Trial p.128. “It's clear to me that the evidence is deficient in deciding in any way...” this Court noted. “[I]t would be sheer speculation to try and figure out how much, if anything did go into the boat....” Trial p. 129.

"The government cannot rely on innuendo and speculation about the source of the money to justify a forfeiture." *United States v. One 1980 Cessna 441 Conquest II Aircraft*, 989 F. Supp. 1465, 1470 (D. Fla. 1997), quoting *Funds in the Amount of \$9,800*, at 1263. The government has improperly been in possession of the Flash II because it has failed to prove forfeitability of any portion of the defendant boat. (*Voigt* at 1088, *supra*.)

Respectfully submitted,  
Kerry Scott Lane, MD,

By his attorneys,

/s/Brenda Grantland  
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UNITED STATES DISTRICT COURT  
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UNITED STATES OF AMERICA,

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Civil Action # 05-10192 RWZ

ONE STAR CLASS SLOOP SAILBOAT  
BUILT IN 1930 WITH HULL NUMBER  
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Defendant.

KERRY SCOTT LANE, M.D.

Claimant.

**CLAIMANT KERRY SCOTT LANE'S RESPONSE TO  
THE UNITED STATES'  
REQUEST FOR PRODUCTION OF DOCUMENTS**

**REQUEST NO. 1:**

Any documents that you identified and/or relied upon in response to the United States' First Set of Interrogatories, as well as any documents concerning your responses to the Interrogatories.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

**REQUEST NO. 2:**

Any documents concerning the assertions in your Affidavit dated July 27, 2005.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

**REQUEST NO. 3:**



Any documents concerning the Flash II, including without limitation:

- a. the ownership of the Flash II as of October 2004;
- b. any changes in the ownership of the Flash II between 1996 and October 2004.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

REQUEST NO. 4:

Any documents concerning any business or financial dealings between you and Gregory "Ole" Anderson.

ANSWER: Dr. Kerry S. Lane has produced all documents responsive to this request currently in his possession, custody or control. If additional documents responsive to this request turn up, he will supplement this response.

Respectfully submitted,

/s/ Brenda Grantland  
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**CERTIFICATE OF SERVICE**

This is to certify that a true copy of the above document was served upon counsel for the government, by email, <sup>and</sup> fax, ~~and first class mail~~, on this date.

Dated: December 8, 2006

/s/ Brenda Grantland  
BRENDA GRANTLAND



The Associated Press

**SOLD:** Ole Anderson peels the sail of Flash II, the 22-foot, Star Class boat sailed by John F. Kennedy to victory in the 1936 Atlantic Coast Championship, after making the winning bid of \$18,500 Saturday at the Don Ehler estate auction in Monticello.

## Dealer wins JFK sailboat with \$18,500 bid at auction

The Associated Press

**MONTICELLO** — When John F. Kennedy raced sailboats as a teenager, one of his prized boats was a Star Class sloop named Flash II.

The future president skippered the sleek 22-footer to an Atlantic Coast Championship in 1936 as a 19-year-old, member of the Nantucket Sound Star Fleet.

Six decades later, far from Cape Cod, its mast broken and its white paint weathered, the boat brought \$18,500 at auction Saturday at a Florida Farnham estate farm.

The buyer, Chuck Fitzgerald, owner of Sailorman Used Marine Gear Emporium in Fort Lauderdale, will restore the 66-year-old wooden craft, said Ole Anderson, who bid on Fitzgerald's behalf.

"We are delighted the yacht is in such good condition after her years in storage and look forward to giving the boat the tender love and care she deserves to bring her back to 100 percent Bristol quality," Fitzgerald said in a statement.

Anderson said, "She's very good. She has a tiny bit of dry rot around the keel, which I expected."

The price didn't approach the \$453,500 paid for Kennedy's oak rocking chair or \$722,500 paid for his golf clubs at the auction of Jacqueline Kennedy Onassis' estate in April.

But it was a big jump from the \$300 the late Don Ehler paid for the boat in 1963 in Clearwater — with no idea who the former owner was.

Ehler, who died in April, kept the boat in a shed since 1972 when he

**"I guarantee you this is a piece of history. Don't miss out."**

**TOMMY ROWELL**  
auctioneer

retired from St. Petersburg-based Florida Power Corp. and moved from the Tampa Bay area to rural northern Florida.

"I guarantee you this is a piece of history. Don't miss out," auctioneer Tommy Rowell urged the crowd.

The boat sat on a trailer under live oak trees in the dusty yard full of farm gear, vehicles, tools, a grass-chewing horse, and other sale items.

In less than five minutes, the price ran up to \$18,500 and Anderson made the winning bid.

"That was really a plus for somebody got it that is going to preserve it and keep it as a special thing. Don would be pleased with that," said Ehler's widow, Gail Ehler.

Despite the price, she said, "It's kind of sad selling something that meant a lot to him."

The Kennedy family, not looking for sailboats, didn't try to buy the Star. "They sold it originally and moved on to other boats," said Melodie Miller, a family spokeswoman in Washington, D.C.

Kennedy sold the boat in 1942 and it went through at least three other owners before Ehler.

Ehler discovered its history when he read the 1934 yearbook of the

International Star Class Yacht Racing Association, which the group dedicated to the slain president. Kennedy was assassinated Nov. 22, 1963.

The boat, built in 1936, was bought in 1934 by John F. Kennedy and his elder brother, Joseph P. Kennedy, confirmed Diane Dorr, executive secretary of the Star Association in Glenview, Ill.

Star records show John F. Kennedy sailed Flash II to a four-minute victory in the 1936 Atlantic Coast race, she said.

According to the John F. Kennedy Library in Boston, Mass., Kennedy continued his sailing success with a MacMillan Cup Race at Harvard University in 1938 at Annapolis, Md., defeating, among others, future America's Cup-winning skipper Gus Moshbacher and Robert Vier Jr.

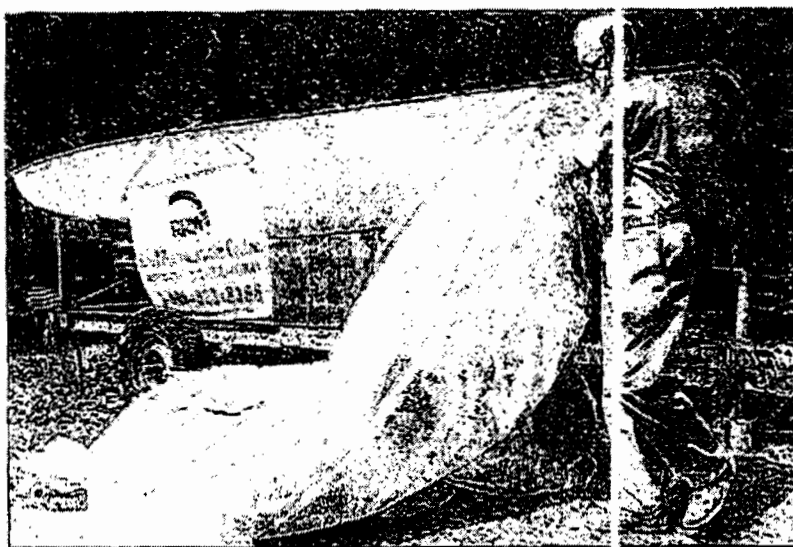
Ehler offered to sell his Star the family in 1965, but received polite decline on behalf of Jacqueline Kennedy.

"The 'Victoria', another boat which the late President and his family used for many, many years being donated to the Library, and family feels, at this time, that a boat will be adequate representation of his sailing interests," said the reply signed by her secretary, Pam Turner.

05/30/2005 14:14 FAX 5226

DSC

008



Ole Anderson packs up the sail of the Flash II on Saturday after an auction in Monticello.

He made the winning bid — \$18,500 — for the boat, once owned by John F. Kennedy, on behalf of Fort Lauderdale marine gear dealer Chuck Fitzgerald.

Fitzgerald will restore the 66-year-old wooden craft, Anderson said.

ASSOCIATED PRESS

## Boat that JFK sailed as teen gets new owner

ASSOCIATED PRESS

MONTICELLO — When John F. Kennedy raced sailboats as a teenager, one of his prized boats was a Star Class sloop named Flash II.

The future president skippered the sleek 22-footer to an Atlantic Coast Championship in 1936 as a 19-year-old member of the Nantucket Sound Star Fleet.

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Ehler discovered its history when he read the 1964 yearbook of the International Star Class Yacht Racing Association, which the group dedicated to the slain president.

Ehler, who died in April, had kept the boat in a shed since 1972 when he retired and moved from the Tampa Bay area to rural northern Florida.

ROBERT AUGUSTUS HARPER  
LAW FIRM, P.A.

State of Florida	904/224-5900	Board Certified
State of Georgia	fax 904/224-9800	Appellate Criminal Law
St. James on Park	1-800-64-LAW-YER	Criminal Law
300 West Park Avenue 32301-1414		Appellate Practice
P. O. Box 10132		Major & Complex Civil Litigation
Tallahassee, Florida 32302-2132		

• Steven Brian Whittington

03 July 1996

Via Certified Mail/Return Receipt Requested

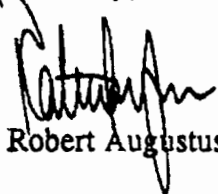
Ms. Chapin Carson  
c/o Sotheby's  
1334 York Avenue  
New York, NY 10021

Re: *Flash III*/Star Class #721

Dear Ms. Carson:

Pursuant to our telephone conversation of 01 July 1996, you will please find some preliminary information on the sailing vessel *Flash II*, a Star Class racing yacht, formerly owned and sailed by President John F. Kennedy. My client is interested in selling the vessel through your company and has authorized these inquiries. Thank you for your attention and interest.

Sincerely,



Robert Augustus Harper

RAH/mms

Enc. (7)







**SAILORMAN**  
 350 East State Road 84  
 FORT LAUDERDALE, FLORIDA 33316  
 (954) 522-6716  
 FAX (954) 760-7686  
 1-800-523-0773

CUSTOMER'S ORDER NO.		PHONE		DATE <b>7/12/96</b>	
NAME					
ADDRESS					
CITY		STATE		ZIP	
SOLD BY	CASH	C.O.D.	CHARGE	GRACCE	WDS. RETD
PREP OUT		REMARK			
QTY	PART NO	DESCRIPTION		PRICE	AMOUNT
		received from Kerry Scott			
		cashiers check # 1767			
		for \$500.00			
		received from Gregory C. Anderson			
		cashiers check # 1767			
		\$500.00			
No return on new items after 14 days and used items after 3 days					TAX
RECEIVED BY					TOTAL

All claims and returned goods  
 MUST be accompanied by this bill.

FW1007326

*Thank You!*

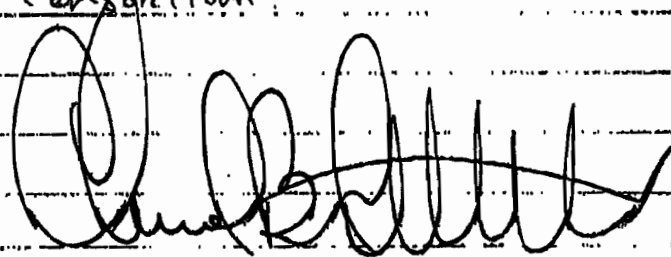
JUL 21 2005 3:38PM

Sailorman

NO. 618 P. 1

I, Chuck Fitzgerald, have agreed to  
sell my interest in the Star Class Boat, # 721,  
to the Consortium headed by Ole Andersen  
for the sum of \$22,000.

I will hold all monies paid to me by  
Mr. Andersen, or the Consortium members,  
until July 26, 1996. If at that time  
Mr. Andersen and the Consortium have not  
paid me the entire \$22,000, I will refund  
all money paid & held by me to Mr. Andersen  
and the members of the Consortium.



7/12/96

### AGREEMENT

This agreement is to codify all previous understandings between Gregory Olaf Anderson (Anderson) and Charles B. Fitzgerald. This agreement supersedes any previous understandings relative to the purchase, refurbishment, and eventual sale of the sailing vessel *Flash II*, Star Class Boat #721, previously owned by former President of the U. S., John F. Kennedy.

1. **Purpose of Consortium.** Anderson and Fitzgerald understand and agree that the purpose of the Consortium is to obtain legal title to and possession of said vessel, *Flash II*. It is intended that the vessel is to be refurbished to as new condition and then resold at a profit, either to a private party or at auction to the highest bidder. A minimum reserve figure may be agreed upon by consensus of the members. The vessel will be resold promptly upon completion of refitting and restoration to the satisfaction of Mr. Anderson. The appropriate value of the vessel is not now known, but may be determined after appraisal by a qualified appraiser. If a reasonable offer for the purchase of the vessel is received before refurbishment, or if after written disclosure of said offer and consultation with the contributors Anderson concludes such offer satisfies the terms of the investment prospectives of this agreement, Anderson is authorized on behalf of the parties to accept or reject such offer as will satisfy the investment distribution as further set forth below. Anderson has the sole discretion to reject any offer

2. **Contribution of Funds for the Purchase and Refit.** The Consortium shall consist of the two present members, Anderson and Mr. Eddie Crosby, and new members whose participation shall be the sum of \$5,000.00 each. Any member may take more than one \$5,000.00 position. The funds obtained from these members shall be used solely for the purchase, refurbishment, and related expenses to the vessel.

3. **Distribution of Proceeds Upon Sale.** Each member shall be a primary recipient of \$7,500.00 or 5 percent of the net sale proceeds after auction house and attorney fees are deducted, whichever sum is greater. Robert Augustus Harper Law Firm of Tallahassee, Florida, has been retained as exclusive agent for the consortium. Anderson's participation in the sharing of profits shall



not begin before each member of the Consortium has received \$7,500.00 for each initial \$5,000.00 investment. This \$7,500.00 payment will be the first and primary obligation of the Consortium after Mr. Crosby's receipt of \$10,500.

4. **Responsibility.** Mr. Anderson will be general director and general manager of this entire project from purchase through the refurbishment and eventual sale of the vessel. He shall be responsible for keeping an accurate accounting of all costs associated with the project, including receipts and records of all disbursements. These records shall be available for inspection by any member upon demand. Viewing of and access to the vessel shall be permitted to any member upon reasonable notification to Anderson.

It is agreed that Anderson will solely coordinate and be responsible for any and all media access to *Flash II*. This access will be administered in such a manner as to derive maximum sustained publicity and interest in *Flash II* culminating in a successful sale of the vessel.

Anderson will also be responsible for researching and obtaining any documents, film, correspondence, articles of historical significance pertaining to the vessel, and any other such memorabilia deemed useful to receiving maximum profit from the eventual sale of *Flash II*.

5. WE HEREBY AGREE to the above terms and conditions and hereby contribute \$ \$1.00 for 1% ~~interest~~ receipt of which being hereby acknowledged.

GREGORY OLAF ANDERSON  
GREGORY OLAF ANDERSON

Charles B. Fitzgerald  
Signature  
Printed Name

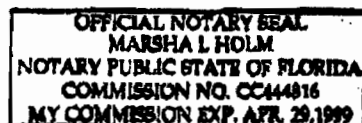
350 E. State Rd 84  
Address

522-6716  
Telephone Number

Sworn to and subscribed before me this  
26th day of July, 1996.  
by: GREGORY OLAF ANDERSON  
Marsha L. Holm  
Signature of Notary Public

Notary's Name, Printed, Stamped or Typed  
Personally Known: yes or Produced ID: yes  
Type of ID produced: FLDL 1530-294-50-245-0

2 of 2

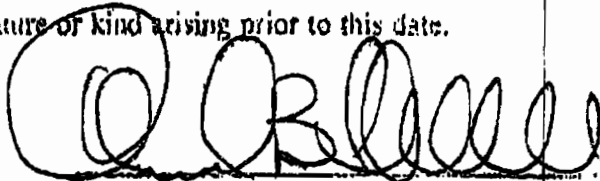


Sworn to and subscribed before me this  
day of \_\_\_\_\_, 19\_\_\_\_.  
by: \_\_\_\_\_

Signature of Notary Public  
Notary's Name, Printed, Stamped or Typed  
Personally Known: yes or Produced ID: yes  
Type of ID produced: \_\_\_\_\_

### BILL OF SALE AND GENERAL RELEASE

IN CONSIDERATION of ten and no/100th dollars (\$10.00) and other good and valuable consideration, receipt of which being hereby acknowledged, the undersigned does sell, bargain and convey all right, title and interest in *Flash II*, #721, Star Craft sailing vessel, unto G. Olaf Anderson and does further by these presents release G. Olaf Anderson from any and all claims and causes of action of whatsoever nature or kind arising prior to this date.



Signature

Charles B. Fitzgerald

Printed Name

2616 Barcelona Dr

Address

Ft. Lauderdale, FL 33301

City/State/Zip

7/22/96

Date

### ACKNOWLEDGMENT

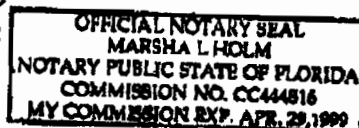
STATE OF FLORIDA :

COUNTY OF BROWARD :

Sworn to and subscribed before me by Charles B. Fitzgerald who is personally known to me or who has produced Florida driver's license \_\_\_\_\_ as identification this 22nd day of July, 1996.

Marsha L. Holm  
Notary Public  
State of Florida at Large

My commission expires:



## AGREEMENT

This agreement is to codify all previous understandings between Gregory Olaf Anderson (Anderson) and K. Lang. This agreement supersedes any previous understandings relative to the purchase, refurbishment, and eventual sale of the sailing vessel *Flash II*, Star Class Boat #721, previously owned by former President of the U. S., John F. Kennedy.

1. **Purpose of Consortium.** Anderson and K. Lang understand and agree that the purpose of the Consortium is to obtain legal title to and possession of said vessel, *Flash II*. It is intended that the vessel is to be refurbished to as new condition and then resold at a profit, either to a private party or at auction to the highest bidder. A minimum reserve figure may be agreed upon by consensus of the members. The vessel will be resold promptly upon completion of refitting and restoration to the satisfaction of Mr. Anderson. The appropriate value of the vessel is not now known, but may be determined after appraisal by a qualified appraiser. If a reasonable offer for the purchase of the vessel is received before refurbishment, or if after written disclosure of said offer and consultation with the contributors Anderson concludes such offer satisfies the terms of the investment prospectives of this agreement, Anderson is authorized on behalf of the parties to accept or reject such offer as will satisfy the investment distribution as further set forth below. Anderson has the sole discretion to reject any offer

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3. **Distribution of Proceeds Upon Sale.** Each member shall be a primary recipient of \$7,500.00 or 5 percent of the net sale proceeds after auction house and attorney fees are deducted, whichever sum is greater. Robert Augustus Harper Law Firm of Tallahassee, Florida, has been retained as exclusive agent for the consortium. Anderson's participation in the sharing of profits shall



not begin before each member of the Consortium has received \$7,500.00 for each initial \$5,000.00 investment. This \$7,500.00 payment will be the first and primary obligation of the Consortium after Mr. Crosby's receipt of \$10,500.

4. **Responsibility.** Mr. Anderson will be general director and general manager of this entire project from purchase through the refurbishment and eventual sale of the vessel. He shall be responsible for keeping an accurate accounting of all costs associated with the project, including receipts and records of all disbursements. These records shall be available for inspection by any member upon demand. Viewing of and access to the vessel shall be permitted to any member upon reasonable notification to Anderson.

It is agreed that Anderson will solely coordinate and be responsible for any and all media access to *Flash II*. This access will be administered in such a manner as to derive maximum sustained publicity and interest in *Flash II* culminating in a successful sale of the vessel.

Anderson will also be responsible for researching and obtaining any documents, film, correspondence, articles of historical significance pertaining to the vessel, and any other such memorabilia deemed useful to receiving maximum profit from the eventual sale of *Flash II*.

5. WE HEREBY AGREE to the above terms and conditions and hereby contribute \$ 20,000.00 for 20% of net participation units, receipt of which being hereby acknowledged.

Gregory Olaf Anderson  
 GREGORY OLAF ANDERSON

L S Lane  
 Signature

Kerry Lane  
 Printed Name

621 Andrews Ave  
 Address

Delray  
407 278 3060  
 Telephone Number

Investors Copy - #1 & 2 TOTAL



7 Positions available @ \$5K per - \$35K  
 Each position to receive \$7.5K return off the top.  
 SALE PRICE OF \$91K WILL ACHIEVE THIS END.  
 AFTER THIS FIGURE IS REACHED EACH POSITION HAS  
 A 5% interest in the bank, plus return of \$5K investment

TOTAL Return - per position (\$5K)

SELLING PRICE

up to \$150K - \$7,500

\$150K - \$8,231.25

\$250K \$12,318.75

\$500 \$22,411.25

\$1M \$42,500.00

I get.

\$50,000 or 25% after costs

whichever is greater

Costs are: 1). Sothebys 15%

2). Harpers 5%

Refit - approx 20,000 in

(40,000 after retired.)

Refit:  
Lane 5K → 10K  
Cush 5K → 10K  
G. Andem 10K → 20K

4) Crosby \$10,500

5) Lane - 50% or 25% of overage

Jan Andem - 10% or 5% of overage

By O. Andem 12/24/96

(Back of page 2 of 2)  
KSE

## AGREEMENT

12/24/96 Gregory Olaf Anderson

This agreement is to codify all previous understandings between Gregory Olaf Anderson (Anderson) and DR. KERRY LANE. This agreement supersedes any previous understandings relative to the purchase, refurbishment, and eventual sale of the sailing vessel *Flash II*, Star Class Boat #721, previously owned by former President of the U. S., John F. Kennedy.

1. **Purpose of Consortium.** Anderson and LANE understand and agree that the purpose of the Consortium is to obtain legal title to and possession of said vessel, *Flash II*. It is intended that the vessel is to be refurbished to a new condition and then resold at a profit, either to a private party or at auction to the highest bidder. A minimum reserve figure may be agreed upon by consensus of the members. The vessel will be resold promptly upon completion of refitting and restoration to the satisfaction of Mr. Anderson. The appropriate value of the vessel is not now known, but may be determined after appraisal by a qualified appraiser. If a reasonable offer for the purchase of the vessel is received before refurbishment, or if after written disclosure of said offer and consultation with the contributors Anderson concludes such offer satisfies the terms of the investment prospectives of this agreement, Anderson is authorized on behalf of the parties to accept or reject such offer as will satisfy the investment distribution as further set forth below. Anderson has the sole discretion to reject any offer.

2. **Contribution of Funds for the Purchase and Refit.** The Consortium shall consist of the two present members, Anderson and Mr. Eddie Crosby, and new members whose participation shall be the sum of \$5,000.00 each. Any member may take more than one \$5,000.00 position. The funds obtained from these members shall be used solely for the purchase, refurbishment, and related expenses to the vessel.

3. **Distribution of Proceeds Upon Sale.** Each member shall be a primary recipient of \$10,000.00 <sup>For each participation unit (see 12/24)</sup> or 5 percent of the net sale proceeds after auction house and attorney fees are deducted, whichever sum is greater. Anderson's participation in the sharing of profits shall not begin before



each member of the Consortium has received ~~\$7,000.00~~ <sup>+ \$10,000.00</sup> for each initial \$5,000.00 investment. This ~~\$10,000.00~~ <sup>on 12/24</sup> payment will be the first and primary obligation of the Consortium after Mr. Crosby's

receipt of \$10,500. <sup>60A 12/24</sup> ~~AND REPAYMENT OF COSTS OF REFURBISHMENT.~~ <sup>(approx. \$22K → \$40K) 60A 12/24</sup>

4. Responsibility. Mr. Anderson will be general director and general manager of this entire project from purchase through the refurbishment and eventual sale of the vessel. He shall be responsible for keeping an accurate accounting of all costs associated with the project, including receipts and records of all disbursements. These records shall be available for inspection by any member upon demand. Viewing of and access to the vessel shall be permitted to any member upon reasonable notification to Anderson.

It is agreed that Anderson will solely coordinate and be responsible for any and all media access to *Flash II*. This access will be administered in such a manner as to derive maximum sustained publicity and interest in *Flash II* culminating in a successful sale of the vessel.

Anderson will also be responsible for researching and obtaining any documents, film, correspondence, articles of historical significance pertaining to the vessel, and any other such memorabilia deemed useful to receiving maximum profit from the eventual sale of *Flash II*.

5. WE HEREBY AGREE to the above terms and conditions and hereby contribute ~~\$25,000.00~~ for 5 participation units, receipt of which being hereby acknowledged. <sup>(25% TOTAL) 60A 12/24</sup>

Gregory Olaf Anderson  
GREGORY OLAF ANDERSON

Kerry Lane  
Signature

Kerry Lane  
Printed Name

621 Andrews Delray  
Address

561-278-3060  
Telephone Number

4656

KERRY S. LANE 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

12/25/97 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 1,500.-  
One thousand five hundred DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 > 1, all K. Lane

⑆067006076⑆049600⑆018394⑆ 4656 ⑆0000150000⑆

4679

KERRY S. LANE 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

11/98 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 2,000.-  
Two thousand DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 K. Lane

⑆067006076⑆049600⑆018394⑆ 4679 ⑆0000200000⑆

4751

KERRY S. LANE 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE 2/6/98 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 1,500.-  
One thousand five hundred DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 K. Lane

⑆067006076⑆049600⑆018394⑆ 4751 ⑆0000150000⑆

4783

KERRY S. LANE 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE 3/3/98 63-807/870

PAY TO THE ORDER OF Greg Anderson \$ 2500.00  
Twenty five hundred dollars DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (888) 487-4788

FOR JFK 2:1 15K 12:1 + 2500 K. Lane 17

MR. [unclear]  
[unclear]  
[unclear]

MR. [unclear]  
SUNTRUST BANK  
MIAMI, FL 33136  
8750 NW 21 STREET  
MIAMI, FL 33136

*Greg Anderson*  
34-71150-2130 X 70  
7-5-50

248819640 02/06/98 9518 5 1

SUNTRUST BANK  
SUNTRUST BANK  
MIAMI, FL 33136  
8750 NW 21 STREET  
MIAMI, FL 33136

*Greg Anderson*  
34-71150-2130 X 70  
7-5-50

*Greg Anderson*  
34-71150-2130 X 70  
7-5-50

SUNTRUST BANK  
MIAMI, FL 33136  
8750 NW 21 STREET  
MIAMI, FL 33136

DE 4/2  
STSCM  
ROCESSED

SUNTRUST BANK  
MIAMI, FL 33136  
8750 NW 21 STREET  
MIAMI, FL 33136

*Greg Anderson*  
321-33440  
3133 8-5-50

**SUNTRUST**

08 - 490  
SunTrust Bank, South Florida, N.A.  
P.O. Box 10000  
Miami, FL 33101

Remitter **Ola Anderson**

Pay to the order of

**Marshall Chapman**

If this Cashier's Check is lost, stolen or destroyed, it will be necessary for the Purchaser/Remitter to supply the Bank with an indemnity Agreement in addition to a Surety bond, for twice the value of the check with a waiting period of 30 days, before a duplicate check is issued or any refund is made.

Date **January 8, 1997**

**\$ 3,000.00**

1815445

63-607 607  
670

Cashier's Check

CUSTOMER FILE COPY

Authorized Signature

*Handwritten:*  
C. Anderson  
JAC  
6/2/97



KERRY S. LANE 03-05-08  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

4656

12/25/97 63-607/670

PAY TO THE ORDER OF Greg Anderson \$ 1500.-  
One thousand five hundred DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (866) 437-4796

FOR JFK 2/1/98 KSLane

⑆067006076⑆0496002018394⑆ 4656 ⑈0000150000⑈

**SUNTRUST**

sg - 490  
SunTrust Bank, South Florida, N.A.  
Ft. Lauderdale, FL 33310

Remitter Ole Anderson

Pay  
to  
the  
order  
of

\*\*Marshall Chapman\*\*

from KSL for  
JFK  
boat

If this Cashier's Check is lost, stolen or destroyed, it will be necessary for the Purchaser/Remitter to supply the Bank with an Indemnity Agreement in addition to a Surety bond, for twice the value of the check with a waiting period of 30 days, before a duplicate check is issued or any refund is made.

1815445

Date January 8, 1997

\$ 3,000.00

Cashier's Check

CUSTOMER FILE COPY  
NON-NEGOTIABLE

Authorized Signature

KERRY S. LANE 03-05-08  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

4679

11/98 63-607/670

PAY TO THE ORDER OF Greg Anderson \$ 2,000.-  
Two thousand and no DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (866) 437-4796

FOR JFK 2/1/98 KSLane

⑆067006076⑆0496002018394⑆ 4679 ⑈0000200000⑈

621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE 2/6/98 63-607/670

PAY TO THE ORDER OF

Greg Anderson \$ 1500.-  
One thousand five hundred DOLLARS

**SUNTRUST**  
SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (866) 437-4796

JFK 2/1/98

KSLane 20

**KERRY S. LANE** 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483

63-607/670  
BRANCH 496

3920

5/19 98

PAY TO THE ORDER OF MATTHEW COINED 03005116 12 9300 9321 03-25-98

Five hundred + none DOLLARS

**SUNBANK** SunBank/South Florida, N.A.  
PALM BEACH LAKES OFFICE  
540 VILLAGE BOULEVARD  
WEST PALM BEACH, FLORIDA 33409

\$11,000 to date + 30% after 10 days

FOR 2-1 over 1M, 1.5-1 under

1:06 70060761:04 9600 2018394 3920 0000050000

**KERRY S. LANE** 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483

63-607/670  
BRANCH 496

3917

3/19 98

PAY TO THE ORDER OF Corey O. Anderson 03038401 1424 1442 52 93 \$500.00

Five hundred + none DOLLARS

**SUNBANK** SunBank/South Florida, N.A.  
PALM BEACH LAKES OFFICE  
540 VILLAGE BOULEVARD  
WEST PALM BEACH, FLORIDA 33409

FOR 007N6M 3-25-982026 \$500.0000

1:06 70060761:04 9600 2018394 3917 0000050000

**KERRY S. LANE** 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE 4/7/98 63-607/670

4717

PAY TO THE ORDER OF Kerry Lane \$4000.00

Four thousand + none DOLLARS

**SUNTRUST** SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (866) 487-6766

FOR 2500 for JFR 2.7 71M

1:06 70060761:04 9600 018394 4717 00000400000

**KERRY S. LANE** 03-05-86  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE 6/1/98 63-607/670

4894

PAY TO THE ORDER OF De Anderson \$150.00

One hundred fifty + none DOLLARS

**SUNTRUST** SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (866) 487-6766

FOR

1:06 70060761:04 9600 018394 4894 00000400000

DO NOT SIGN / WHITE - STAMPED / DO NOT SIGN

REF ID: A6-00 501000  
895071

100% SCUM / WHITE / STAMP BELOW: 100% SCUM

5407 86-25-20 170680000  
201000000

1.25

03060344  
140510  
80 16, 27

1. *Introduction*  
 2. *Methodology*  
 3. *Results*  
 4. *Discussion*  
 5. *Conclusion*  
 6. *Acknowledgements*  
 7. *References*  
 8. *Appendix*  
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 11. *Figures*  
 12. *Supplementary Materials*  
 13. *Correspondence*  
 14. *Conflict of Interest*  
 15. *Author Contributions*  
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 246. *Supplementary Materials*  
 247. *Correspondence*  
 248.

\$150.00 09  
22



KERRY S. LANE 03-05-08  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE

5/4/98

4899

63-607/670

PAY TO THE  
ORDER OF

*De Padua*  
*Five Hundred + no*

\$ 500.-

DOLLARS ☒ Security features  
included.  
Details on back.**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (561) 497-4700

FOR

JFK 2:1

K Lane

⑆067006076⑆049600 ⑆018394⑆ 4899 ⑆0000050000⑆

KERRY S. LANE 03-05-08  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE

5/12/98

4949

63-607/670

PAY TO THE  
ORDER OF

*De Padua*  
*One thousand Five Hundred*

\$ 1,500.-

DOLLARS ☒ Security features  
included.  
Details on back.**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (561) 497-4700

FOR

JFK 2:1

K Lane

⑆067006076⑆049600 ⑆018394⑆ 4949 ⑆0000150000⑆

KERRY S. LANE 03-05-08  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE

7/2/98

5033

63-607/670

PAY TO THE  
ORDER OF

*Rich DeHautz*  
*Three hundred + no*

\$ 300

DOLLARS ☒ Security features  
included.  
Details on back.**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (561) 497-4700

FOR

JFK 5:1

K Lane

⑆067006076⑆049600 ⑆018394⑆ 5033 ⑆0000030000⑆

KERRY S. LANE 03-05-08  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

DATE

9/2/98

5171

63-607/670

PAY TO THE  
ORDER OF

*Greg Andrus*  
*One thousand and no*

\$ 1,000.-

DOLLARS ☒ Security features  
included.  
Details on back.**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (561) 497-4700

FOR

was JFK 1:1

K Lane 23



My Anderson  
321 W Arcade Ave  
Lewiston F/ 33440

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

Rich Delanty  
Richard Delanty  
3504629876

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

My Anderson  
321 W Arcade Ave  
Lewiston F/ 33440

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

My Anderson  
321 W Arcade Ave  
Lewiston F/ 33440

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

STATION 511 TOWNSHIP LANE 1000  
SUNSHINE LUBRICATION SERVICE ONLY

KERRY S. LANE 03-00  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

5202

DATE

9/29/98

63-607/670

PAY TO THE  
ORDER OF

Greg Anderson  
Two Thousand & no more

\$ 2,000.-

DOLLARS ☐ Security features included. 70-1010 on back.

**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (904) 497-4700

FOR

Ken Park

K. Lane

⑆067006076⑆049600 ⑉18394⑈ 5202 ⑈0000200000⑈

KERRY S. LANE 03-00  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

5215

DATE

10/7/98

63-607/670

PAY TO THE  
ORDER OF

Greg Anderson  
Three Thousand & no more

\$ 3,000.-

DOLLARS ☐ Security features included. 70-1010 on back.

**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (904) 497-4700

FOR

Northbrook Trd Co.

K. Lane

⑆067006076⑆049600 ⑉18394⑈ 5215 ⑈0000300000⑈

KERRY S. LANE 03-00  
621 Andrews Ave.  
Delray Beach, FL 33483-7207

5286

DATE

11/13/98

63-607/670

PAY TO THE  
ORDER OF

Greg Anderson  
One Thousand & no more

\$ 1,000.-

DOLLARS ☐ Security features included. 70-1010 on back.

**SUNTRUST**

SunTrust Bank, South Florida, N.A.  
Palm Beach Lakes Office  
West Palm Beach, Florida (904) 497-4700

FOR

Highway 7000

K. Lane

⑆067006076⑆049600 ⑉18394⑈ 5286 ⑈0000100000⑈

My dear

A536-294-S0-24D  
UNIVERSITY OF SOUTHERN CALIFORNIA  
FOR FINANCIAL INSTITUTIONS AND OTHER

26

[illegible]

時間	項目	結果
15:00	09/06/02018394	11:05:40 25.54 1990 第1
1	2 168 517 5172	2,003.00 1534
2	06070403004 4 4	2,000.00 1514

Graves, Catherine  
11 # 1536-214-50-2456  
# 3000 16, 000

2:1 if not repaired

221 E. ARCADE AVE.  
CLEWISTON, FL. 33440

[illegible]

07 07 10

Joe O'Brien  
32 W. Maple Ave.  
Dewiston, Fl. 33446

91-1242-1242  
100-25462-9250 A # 234

150  
0496067018394  
1-1-3 216 HP WRE  
608704551 189 3

FLASH II  
c/o Robert A. Harper Law Firm, P.A.  
325 West Park Avenue  
Post Office Box 10132  
Tallahassee, Florida 32302-1132  
(904) 224-5900/ fax (904) 224-9800

---

We are pleased to announce the arrival of "FLASH II," Starboat #721, to Marblehead Trading Co. "FLASH II" was previously owned and sailed by President John F. Kennedy in the 1930's and 1940's. President Kennedy once created a sensation by winning a race of the 1936 Atlantic Coast Championships in "FLASH II" by more than four minutes, an almost unheard of margin.

The boat is in remarkable condition considering she is 66 years old and has been in storage for the last 27 years. We plan to clean her up and do a complete survey to determine the best way to proceed.

We feel it is fitting for "FLASH II" to be here in Marblehead. The Marblehead Trading Co. is exactly the kind of establishment President Kennedy would have been familiar with during his years of ownership of "FLASH II." It is entirely possible that the boat was hauled out at this very yard during her years in Massachusetts. In that sense you could say that "FLASH II" has come home.

EDWARD M. KENNEDY  
MASSACHUSETTS

## United States Senate

WASHINGTON, DC 20510-2001

August 6, 1997

Mr. Ole Anderson  
c/o Marblehead Trading Company  
89 Front Street  
Marblehead, MA 01945

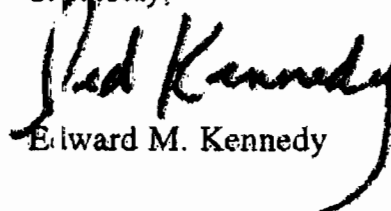
Dear Mr. Anderson:

Thank you very much for your delightful and packet of information regarding your restoration of Flash II, Starboat #721, which belonged to my older brothers, Joe, Jr., and John. What an impressive project!

Due to the demands of my schedule in the Senate, as well as many long-standing engagements, it is difficult to schedule a time when I could stop by to meet you. I will keep your kind invitation to me pending, though, for sometime when I am in the Marblehead area. As a sailor myself, I would most certainly enjoy viewing the boat, whether at the Marblehead Trading Company, or after it is moved to the Museum of Yachting. I would like to offer my warmest regards to you, and thank you again for all of the information.

With my very best wishes,

Sincerely,

  
Edward M. Kennedy

2400 John F. Kennedy Federal Building  
Government Center  
Boston, MA 02203



This Statement is a summary  
of total investment dollars and terms of repayment  
to all investors in FLASH II, State Bond #721.  
This Statement supercedes any and all previous statements.

A. - When FLASH II is sold and all Fees, Costs, and  
any other expenses incurred by the sale have been  
paid, Mr. Robert A. Harper, Atty., will receive  
5% of the net proceeds. The remainder will be [Figure #1]

B - [Figure #1] will be paid out in this manner:

Eddie Crosby - \$11,000

Kerry Lane - \$6,000

Jean Anderson - \$10,000

\$81,000 Total

[Figure #2 will be Figure #1 minus \$81,000]

C - [Figure #2] will be paid out in this manner:

EDDIE CROSBY - \$10,000

KERRY LANE - \$10,000

JEAN ANDERSON - \$10,000

OLG ANDERSON - \$32,000

WARDLEHEAD TRADING CO - \$14,500

GARY MILO - \$18,000 (\$16,000)

(954) 764-7154 Peter Grok Walker - \$12,000

Homer Earnest 2,000

Jim Anderson 2,000

\$108,000 TOTAL

12/4/97

Gregory Olf

[Figure #3 will be Figure #2 minus \$108,000]

D - [Figure #3] will be paid at in this manner:

EDDIE CROSBY -	16.6 %
KERRY LANG -	30.0 %
JOAN ANDERSON -	10.0 %
Mr/Mrs Horace Earnest -	1.0 %
Chuck Fitzgerald -	1.0 %
OLE ANDERSON	41.4 %
	100.0 %

E - EDDIE CROSBY will be paid 16.6% in addition to his \$11,000 payment in Section B

F - KERRY LANG will be paid \$60,000 or 30% of Figure 3, whichever sum is greater. His initial payment of \$60,000 in Section B will be deducted from his 30% should the 30% figure be greater than \$60k.

G - JOAN ANDERSON will be paid \$10,000 or 10% of Figure 3, whichever sum is greater. Her initial payment of \$10,000 in Section B will be deducted from her 10% should the 10% figure be greater than \$10k.

12/4/97

Freedy Ole Anderson

CLIFF STREET

MARBLEHEAD TRADING CO.  
89 FRONT STREET  
MARBLEHEAD, MA 01945  
(781) 631-4650

Invoice # 500715  
Invoice Date 04/24/98

*Kim  
for your  
file*

Boat Name: FLASH II

To: Harper, Robert A.  
Law Firm, P.A.  
P.O. Box 10132  
Tallahassee FL 32302

Work Order # 500715  
Mooring #  
C/J: 0

Home Phone: (0 ) 0 -0  
Work Phone: (561) 278-3979

Launch/Haul Date:  
Launch/Haul: 0

\*TERMS: PAYABLE UPON RECEIPT. Finance Chg. 1.5% per Month on Overdue Accounts

CODE	DESCRIPTION	QTY	RATE	AMOUNT
-	Transport boat from New York to			
-	Marblehead, MA	1.00	500.00	500.00

*Mailed to  
Ole Anderson  
4/24/98*

\*\* YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR \*\*  
\*\* ALL WORK MUST BE PAID IN FULL BEFORE BOAT LEAVES YARD \*\*

COMMENTS:

TOTAL MATERIAL \$  
TOTAL LABOR \$  
TOTAL TAX \$  
TOTAL DUE \$ 500.00  
Marblehead 000006







QTY	MATERIAL	PRICE	AMOUNT
100	1/2" x 1/2" x 1/2"	42.50	42.50
	1/2" x 1/2" x 1/2"	72.25	72.25
	3/8" x 1/2" x 1/2"	22.30	22.30
	3/8" x 1/2" x 1/2"	78.51	78.51
	1/2" x 1/2" x 1/2"	87.37	87.37
	Less 20"	257.11	257.11
		71.42	71.42
		285.69	285.69
	MEV3132 Aluminum	10.00	10.00
2	Qts 2 Quart 101 Seal White	44.80	44.80
	Bronze Fasteners	24.40	24.40
	Marine	10.80	10.80
		382.77	382.77

.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms.

Signature

# MARBLEHEAD TRADING CO.

89 Front Street  
MARBLEHEAD, MA 01945-3201

(617) 639-0029  
FAX (617) 631-0542

INVOICE NO. 25230

JOB PHONE	DATE OF ORDER
JOB NAME LOCATION	2/18/97
PLACE IT	
Garport #721	

Marblehead 000039

TO: Robert A. Warner Law Firm

325 Park Ave  
P.O. Box 10132  
Tallahassee FL 32302-2132

TERMS

DESCRIPTION OF WORK

LABOR 2-18-97 thru 2-12-97

Mount deck hardware

Install keel

Swap trailers

Install rudder

Reinstall bronze knees

Ole Anderson

718 S. Lake Ave. Delfray Beach

AMOUNT

TOTAL LABOR	1023.00
TOTAL MATERIALS	102.77
TAX	74.00
TOTAL	1200.00
DATE COMPLETED	2/12/97
DATE ORDERED	2/12/97
PAID THIS AMOUNT	74.00







.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account
4. Finance charges at a rate of 1 % per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms

## SIGNATURE

3913 57





QTY	MATERIAL	PRICE	AMOUNT
STOCK	11V. #15386		339 95
	B7812		50 58
	B3836		106 48
	B7848		498 06
	B7856		48 27
			1138 04
	Less 20%		-227 79
			911 15
	Bronze Flat Stock		31 50
	Lumber		28 74
	Canvas		34 14
	Whogany		17 86
	Stipinner (net)		21 83
			1045 22

.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

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  2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
  3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
  4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.
- I have read, understand and agree to the above terms.

Signature

# MARBLEHEAD TRADING CO.

89 Front Street  
MARBLEHEAD, MA 01945-3201

(617) 639-0029  
FAX (617) 631-0542

INVOICE NO.

55203

JOB PHONE	DATE OF ORDER
JOB MADE LOCATION	1/10/97
CLASS	IT
Starport	4791

Marblehead 000000

TO: S Robert A. Harner Low Price, T.A.  
324 West Park Drive

D. O. Box 10137  
Tallahassee, FL 32302-0137

TERMS

PHONE  
ORDER TAKEN BY

## DESCRIPTION OF WORK

LABOR for chain plates and hull fairing  
Misc. heating costs  
(Trough 1/20/97)

GLE Anderson

AMOUNT

TOTAL LABOR  
TOTAL MATERIALS  
TAX

1075 50  
100 00  
59 95

TAX

20 80

TAX

20 80

WORK ORDER  
DATE  
1/22/97

DATE COMPLETED  
1/22/97

1075 50

PAY THIS AMOUNT ->

744424 40241

QTY	MATERIAL	PRICE	AMOUNT
	T 5386		339.53
	R 7812		56.58
	R 7836		196.48
	R 7848		498.86
	R 7856		48.27
		1139.94	
	LESS 20/6	(227.79)	
		911.15	
	Bronze Flt Stock		31.50
	Leather		28.24
	Coverings		34.14
	Mattress		17.86
	Staircase (MST)		21.83

\*\* YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR \*\*

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms.

SIGNATURE

**MARBLEHEAD TRADING CO.**  
89 Front Street  
MARBLEHEAD, MA 01945-3201

(617) 639-0029  
FAX (617) 631-0542

TO: 7 Robert A. Barnett Law Firm, P.A.

325 West Park Drive

P. O. Box 10132

Tallahassee, FL 32302-2132

TERMS:

01e Anderson

INVOICE NO.	5203
JOB PHONE	DATE OF ORDER
JOB NAME/LOCATION	1/10/97
FLASH II	
Starboard #721	
Marblehead 000082	
DESCRIPTION OF WORK	AMOUNT
Longer Fdn. Churn Plates	1075.50
new Hull Towing.	
Stock changes	
Misc Handling Costs	100.00
Through 1/20/97	
FRIGHT	20.30
TOTAL LABOR	
TOTAL MATERIALS	1045.22
TAX	
WORK ORDERED BY	DATE COMPLETED
SIGNATURE (I hereby acknowledge the liability of the above to the above)	
THANK YOU!	PAY THIS AMOUNT →



QTY	MATERIAL	PRICE	AMOUNT
8100	100 # 75340	177	12
	B7736	88	32
	B7758	46	10
	B7767	44	49
	B7777	52	40
	100 # 75340	408	78
	100 # 75340	81	76
	327	09	
	Lumber (Cedar, Mahog, Pine)	836	03
	Silicone Bronze Fasteners	163	00
	1226	05	

**.. YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR ..**

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms.

SIGNATURE

**MARBLEHEAD TRADING CO.**

89 Front Street  
MARBLEHEAD, MA 01945-3201

(617) 639-0029  
FAX (617) 631-0542

INVOICE NO. 25035

JOB PHONE	DATE OF ORDER
JOB NAME/LOCATION	11/20/96
FLASH II	
#771 Starbo	

Marblehead 000096

TO: Robert A. Gardner Law Firm, P.A.

325 West Park Ave

P.O. Box 10182

Melbourne, FL 32902-2132

TERMS:

Mr. Ole Anderson

Work to date rebuilding FLASH II

11-26-06 thru 12-20-06

DESCRIPTION OF WORK	AMOUNT
TOTAL LABOR	2603 50
TOTAL MATERIALS	1326 05
TAX	
TOTAL	3929 55
PAY THIS AMOUNT →	3929 55

PAID 12/31/96

DATE PAID BY

DATE RECEIVED

REMARKS: (If any, please describe the work done in this invoice.)

774444 40211

11112 45

12329 45

QTY	MATERIAL	PRICE	AMOUNT
	T 5349		177.12
	B 7759		46.19
	B 7736		98.52
	B 7767		44.49
	B 7777		52.46
			<u>408.78</u>
	LESS 20%		81.76
			327.02
	Lumber		92.40
	Ceiling, Mahog		82.07
	Plano		76.46
			560.00
			26.30
	Silicon Breeze Insulation		163.00

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4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms:

SIGNATURE

**MARBLEHEAD TRADING CO.**

89 Front Street  
MARBLEHEAD, MA 01945-3201

(617) 639-0029  
FAX (617) 631-0542

Robert A. Barber Law Firm, P.A.

INVOICE NO.

25085

JOB PHONE	DATE OF ORDER
JOB NAME & LOCATION	11/26/06
FLASH II	
#721	Starboard

Marblehead 000098

325 West Park Ave  
P.O. Box 10132  
Tallahassee, FL 32302-0132  
PHONE 904 224-5900  
FAX 904 224-0800

MR. OLE' Anderson

DESCRIPTION OF WORK

Work to Date Rebuilding  
Flash II  
11-26-96 - 12-20-96

Lumber 9805.50

NO Tax Boyl's bring  
Shipper out of state

TOTAL LABOR 9805.50  
TOTAL MATERIALS 1326.95  
TAX

THANK YOU!  
PAY THIS AMOUNT -> 11132.45

LESS DEPOSIT 8132.45







[illegible]

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4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

## CONCLUSIONS

**MARBLEHEAD TRADING CO.**

89 Front Street  
MARBLEHEAD, MA 01945-3201

(617) 639-0029

**FAX (617) 631-0542**

TO: Robert A. Harper Law Firm

325 Park Ave

F. O. Box 10132

Fullinwider, T. 33302-2132

**REFINIS**

561-278-3975

DESCRIPTION OF WORK

Mr. Ole Anderson  
718 S. Lake Ave  
Delray Beach, FL 33483  
AM

AMOUNT

[illegible]

INVOICE NO. 515390

FOR PHONE.	DATE OF ORDER

**JOB MARKET LOCATION**

Staphot #721

Marblehead 000118

[illegible]

\*\*\* YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR \*\*\*

In the event that credit is extended by Marblehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1% per month will be charged on amounts past due over 30 days.

## SUMMARY

MARBLEHEAD TRADING CO.

89 Front Street

MARBLEHEAD, MA 01945-3201

(617) 639-0029

**FAX (617) 631-0542**

DATE OF ORDER	11/21/98
DATE RECEIVED	
POSTAL SERVICE LOCATION	
PLASST IT	
STAMP BOOK 44791	

INVOICE NO. 01166

[illegible]

**P**

# 1. Introduction

1000

7-11-66 12:12 0122

5203

Copyright © 2007 by John Wiley & Sons, Inc.

DESCRIPTION OF WORK

17/08/27 17/08/27

AMOUNT	12	50
--------	----	----

[illegible]





QTY	MATERIAL	PRICE	AMOUNT
1	134.2 D8140	18.89	18.89
	BR017	29.75	29.75
		59.87	59.87
	134.205	11.65	11.65
		46.62	46.62
	75486	-6.45	-6.45
		40.17	40.17
2	Qts 101 Semi White	44.80	44.80
		84.07	84.07

\*\*\* YARD IS NOT RESPONSIBLE FOR MAST HEAD GEAR \*\*\*

In the event that credit is extended by Martlehead Trading Co., the undersigned agrees as follows:

1. Payment for parts and service invoices is due 30 days from date of invoice.
2. Any account past due over 60 days will automatically be placed on C.O.D. and credit privileges withdrawn.
3. Pay reasonable attorney fee and court costs incurred in enforcing collection of the account.
4. Finance charges at a rate of 1 % per month will be charged on amounts past due over 30 days.

I have read, understand and agree to the above terms

SIGNATURE

**MARBLEHEAD TRADING CO.**

89 Front Street

MARBLEHEAD, MA 01945-3201

(617) 639-0029  
FAX (617) 631-0542

TO: ROBERT A. BARTER LAW FIRM

325 Fifth Ave

T. O. Box 10132

93-2143-2144

**TERMS**

6000 17th Ave.

### DESCRIPTION OF WORK

[illegible]

Clue to mast and boom cradles

Fabricate most wedges

Move boat for 11 miles

TOTAL LABOR

5

TOTAL MATERIALS

5-2-3

TAX

16 47.2 AG 234214C MON

DATE SUBMITTED

[illegible][illegible][illegible]

74472 2001

2

INVOICE NO. 15103

FOR PENDING

**FOR NAME & OCCUPATION**

111

## PLATE I

7-127103-4721

Marblehead 000137





CREDIT

## INVOICE

7601-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945

Phone: 781-639-0029 Fax: 781-631-0542

Date: 11/2/2004

Page 1

Bill To: Anderson, Ole  
321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
7601	AND012	11/2/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
CREDIT	CREDIT	CREDIT	CREDIT	

S7	INSIDE STORAGE 2004-2005 SEASON	-1	600.00	-600.00
----	---------------------------------	----	--------	---------

Total Material

\$0.00

Tax:

0.00

\*\* Yard is not responsible for mast head gear \*\*

Total:

(\$600.00)

\*\* All work must be paid in full before boat leaves yard \*\*

\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\*

ENTERED  
NOV - 3 2004

STATEMENT DATE

ACCOUNT NUMBER

5

AMOUNT ENCLOSED

ACCOUNT NAME

STATEMENT DATE	ACCOUNT NUMBER
11-1-11	1010611

PLEASE DETACH AND  
RETURN THIS PORTION  
WITH YOUR PAYMENT

**CODES:** I = INVOICE D = DEBIT MEMO C = CREDIT MEMO B = BALANCE FORWARD  
P = PAYMENT A = DISCOUNT ALLOWED F = FINANCE CHARGE

DATE	CODE	REFERENCE	CHARGES AND CREDITS	BALANCE	REFERENCE NO.	CODE	AMOUNT DUE	✓
11-11-11			303.00	303.00	1001		303.00	
11-11-11			110.00	193.00	1002		193.00	
11-11-11			110.00	83.00	1003		83.00	
11-11-11			110.00	(27.00)	1004		(27.00)	
11-11-11			110.00	(137.00)	1005		(137.00)	
11-11-11			110.00	(247.00)	1006		(247.00)	
11-11-11			110.00	(357.00)	1007		(357.00)	
11-11-11			110.00	(467.00)	1008		(467.00)	
11-11-11			110.00	(577.00)	1009		(577.00)	
11-11-11			110.00	(687.00)	1010		(687.00)	
11-11-11			110.00	(797.00)	1011		(797.00)	
11-11-11			110.00	(907.00)	1012		(907.00)	
11-11-11			110.00	(1017.00)	1013		(1017.00)	
11-11-11			110.00	(1127.00)	1014		(1127.00)	
11-11-11			110.00	(1237.00)	1015		(1237.00)	
11-11-11			110.00	(1347.00)	1016		(1347.00)	
11-11-11			110.00	(1457.00)	1017		(1457.00)	
11-11-11			110.00	(1567.00)	1018		(1567.00)	
11-11-11			110.00	(1677.00)	1019		(1677.00)	
11-11-11			110.00	(1787.00)	1020		(1787.00)	
11-11-11			110.00	(1897.00)	1021		(1897.00)	
11-11-11			110.00	(2007.00)	1022		(2007.00)	
11-11-11			110.00	(2117.00)	1023		(2117.00)	
11-11-11			110.00	(2227.00)	1024		(2227.00)	
11-11-11			110.00	(2337.00)	1025		(2337.00)	
11-11-11			110.00	(2447.00)	1026		(2447.00)	
11-11-11			110.00	(2557.00)	1027		(2557.00)	
11-11-11			110.00	(2667.00)	1028		(2667.00)	
11-11-11			110.00	(2777.00)	1029		(2777.00)	
11-11-11			110.00	(2887.00)	1030		(2887.00)	
11-11-11			110.00	(2997.00)	1031		(2997.00)	
11-11-11			110.00	(3107.00)	1032		(3107.00)	
11-11-11			110.00	(3217.00)	1033		(3217.00)	
11-11-11			110.00	(3327.00)	1034		(3327.00)	
11-11-11			110.00	(3437.00)	1035		(3437.00)	
11-11-11			110.00	(3547.00)	1036		(3547.00)	
11-11-11			110.00	(3657.00)	1037		(3657.00)	
11-11-11			110.00	(3767.00)	1038		(3767.00)	
11-11-11			110.00	(3877.00)	1039		(3877.00)	
11-11-11			110.00	(3987.00)	1040		(3987.00)	
11-11-11			110.00	(4097.00)	1041		(4097.00)	
11-11-11			110.00	(4207.00)	1042		(4207.00)	
11-11-11			110.00	(4317.00)	1043		(4317.00)	
11-11-11			110.00	(4427.00)	1044		(4427.00)	
11-11-11			110.00	(4537.00)	1045		(4537.00)	
11-11-11			110.00	(4647.00)	1046		(4647.00)	
11-11-11			110.00	(4757.00)	1047		(4757.00)	
11-11-11			110.00	(4867.00)	1048		(4867.00)	
11-11-11			110.00	(4977.00)	1049		(4977.00)	
11-11-11			110.00	(5087.00)	1050		(5087.00)	
11-11-11			110.00	(5197.00)	1051		(5197.00)	
11-11-11			110.00	(5307.00)	1052		(5307.00)	
11-11-11			110.00	(5417.00)	1053		(5417.00)	
11-11-11			110.00	(5527.00)	1054		(5527.00)	
11-11-11			110.00	(5637.00)	1055		(5637.00)	
11-11-11			110.00	(5747.00)	1056		(5747.00)	
11-11-11			110.00	(5857.00)	1057		(5857.00)	
11-11-11			110.00	(5967.00)	1058		(5967.00)	
11-11-11			110.00	(6077.00)	1059		(6077.00)	
11-11-11			110.00	(6187.00)	1060		(6187.00)	
11-11-11			110.00	(6297.00)	1061		(6297.00)	
11-11-11			110.00	(6407.00)	1062		(6407.00)	
11-11-11			110.00	(6517.00)	1063		(6517.00)	
11-11-11			110.00	(6627.00)	1064		(6627.00)	
11-11-11			110.00	(6737.00)	1065		(6737.00)	
11-11-11			110.00	(6847.00)	1066		(6847.00)	
11-11-11			110.00	(6957.00)	1067		(6957.00)	
11-11-11			110.00	(7067.00)	1068		(7067.00)	
11-11-11			110.00	(7177.00)	1069		(7177.00)	
11-11-11			110.00	(7287.00)	1070		(7287.00)	
11-11-11			110.00	(7397.00)	1071		(7397.00)	
11-11-11			110.00	(7507.00)	1072		(7507.00)	
11-11-11			110.00	(7617.00)	1073		(7617.00)	
11-11-11			110.00	(7727.00)	1074		(7727.00)	
11-11-11			110.00	(7837.00)	1075		(7837.00)	
11-11-11			110.00	(7947.00)	1076		(7947.00)	
11-11-11			110.00	(8057.00)	1077		(8057.00)	
11-11-11			110.00	(8167.00)	1078		(8167.00)	
11-11-11			110.00	(8277.00)	1079		(8277.00)	
11-11-11			110.00	(8387.00)	1080		(8387.00)	
11-11-11			110.00	(8497.00)	1081		(8497.00)	
11-11-11			110.00	(8607.00)	1082		(8607.00)	
11-11-11			110.00	(8717.00)	1083		(8717.00)	
11-11-11			110.00	(8827.00)	1084		(8827.00)	
11-11-11			110.00	(8937.00)	1085		(8937.00)	
11-11-11			110.00	(9047.00)	1086		(9047.00)	
11-11-11			110.00	(9157.00)	1087		(9157.00)	
11-11-11			110.00	(9267.00)	1088		(9267.00)	
11-11-11			110.00	(9377.00)	1089		(9377.00)	
11-11-11			110.00	(9487.00)	1090		(9487.00)	
11-11-11			110.00	(9597.00)	1091		(9597.00)	
11-11-11			110.00	(9707.00)	1092		(9707.00)	
11-11-11			110.00	(9817.00)	1093		(9817.00)	
11-11-11			110.00	(9927.00)	1094		(9927.00)	
11-11-11			110.00	(10037.00)	1095		(10037.00)	
11-11-11			110.00	(10147.00)	1096		(10147.00)	
11-11-11			110.00	(10257.00)	1097		(10257.00)	
11-11-11			110.00	(10367.00)	1098		(10367.00)	
11-11-11			110.00	(10477.00)	1099		(10477.00)	
11-11-11			110.00	(10587.00)	1100		(10587.00)	
11-11-11			110.00	(10697.00)	1101		(10697.00)	
11-11-11			110.00	(10807.00)	1102		(10807.00)	
11-11-11			110.00	(10917.00)	1103		(10917.00)	
11-11-11			110.00	(11027.00)	1104		(11027.00)	
11-11-11			110.00	(11137.00)	1105		(11137.00)	
11-11-11			110.00	(11247.00)	1106		(11247.00)	
11-11-11			110.00	(11357.00)	1107		(11357.00)	
11-11-11			110.00	(11467.00)	1108		(11467.00)	
11-11-11			110.00	(11577.00)	1109		(11577.00)	
11-11-11			110.00	(11687.00)	1110		(11687.00)	
11-11-11			110.00	(11797.00)	1111		(11797.00)	
11-11-11			110.00	(11907.00)	1112		(11907.00)	
11-11-11			110.00	(12017.00)	1113		(12017.00)	
11-11-11			110.00	(12127.00)	1114		(12127.00)	
11-11-11			110.00	(12237.00)	1115		(12237.00)	
11-11-11			110.00	(12347.00)	1116		(12347.00)	
11-11-11			110.00	(12457.00)	1117		(12457.00)	
11-11-11			110.00	(12567.00)	1118		(12567.00)	
11-11-11			110.00	(12677.00)	1119		(12677.00)	
11-11-11			110.00	(12787.00)	1120		(12787.00)	
11-11-11			110.00	(12897.00)	1121		(12897.00)	
11-11-11			110.00	(13007.00)	1122		(13007.00)	
11-11-11			110.00	(13117.00)	1123		(13117.00)	
11-11-11			110.00	(13227.00)	1124		(13227.00)	
11-11-11			110.00	(13337.00)	1125		(13337.00)	
11-11-11			110.00	(13447.00)	1126		(13447.00)	
11-11-11			110.00	(13557.00)	1127		(13557.00)	
11-11-11			110.00	(13667.00)	1128		(13667.00)	
11-11-11			110.00	(13777.00)	1129		(13777.00)	
11-11-11			110.00	(13887.00)	1130		(13887.00)	
11-11-11			110.00	(13997.00)	1131		(13997.00)	
11-11-11			110.00	(14107.00)	1132		(14107.00)	
11-11-11			110.00	(14217.00)	1133		(14217.00)	
11-11-11			110.00	(14327.00)	1134		(14327.00)	
11-11-11			110.00	(14437.00)	1135		(14437.00)	
11-11-11			110.00	(14547.00)	1136		(14547.00)	
11-11-11			110.00	(14657.00)	1137		(14657.00)	
11-11-11			110.00	(14767.00)	1138		(14767.00)	
11-11-11			110.00	(14877.00)	1139		(14877.00)	
11-11-11			110.00	(14987.00)	1140		(14987.00)	
11-11-11			110.00	(15097.00)	1141		(15097.00)	
11-11-11			110.00	(15207.00)	1142		(15207.00)	
11-11-11			110.00	(15317.00)	1143		(15317.00)	
11-11-11			110.00	(15427.00)	1144		(15427.00)	
11-11-11			110.00	(15537.00)	1145		(15537.00)	
11-11-11			110.00	(15647.00)	1146		(15647.00)	
11-11-11			110.00	(15757.00)	1147		(15757.00)	
11-11-11			110.00	(15867.00)	1148		(15867.00)	
11-11-11			110.00	(15977.00)	1149		(15977.00)	
11-11-11			110.00	(16087.00)	1150		(16087.00)	
11-11-11			110.00	(16197.00)	1151		(16197.00)	
11-11-11			110.00	(16307.00)	1152		(16307.00)	
11-11-11			110.00	(16417.00)	1153		(16417.00)	
11-11-11			110.00	(16527.00)	1154		(16527.00)	
11-11-11			110.00	(16637.00)	1155		(16637.00)	
11-11-11			110.00	(16747.00)	1156		(16747.00)	
11-11-11			110.00	(16857.00)	1157		(16857.00)	
11-11-11			110.00	(16967.00)	1158		(16967.00)	
11-11-11			110.00	(17077.00)				

PLEASE PAY

**TOTAL**

Marblehead 000161

**INVOICE**

7415-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945  
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 9/18/2004

Page 1

Bill To: Anderson, Ole  
 321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
7415	AND012	9/18/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
S7	INSIDE STORAGE 2004-2005 SEASON	1	600.00	600.00

Total Material \$0.00

Tax: 0.00

\*\* Yard is not responsible for mast head gear \*\*

Total: \$600.00

\*\* All work must be paid in full before boat leaves yard \*\*

\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\*

SEP 20 2004

Marblehead 000162

**INVOICE**

7559-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945  
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 10/13/2004

Page 1

Bill To: Anderson, Ole  
 321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
7559	AND012	10/13/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Remove and launder cover (7/13/04)	1	50.00	50.00
*	STOCK: Inv. #B16459	1	57.68 T	57.68

**Total Material** \$57.68

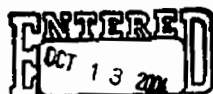
**Tax:** 2.88

\*\* Yard is not responsible for mast head gear \*\*

**Total:** \$110.56

\*\* All work must be paid in full before boat leaves yard \*\*

\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\*



**INVOICE**

6937-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945  
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 7/16/2004

Page 1

Bill To: Anderson, Ole  
 321 W Arcade

Boat Name: **FLASH**

Home Phone: (561) 573-2602

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
6937	AND012	7/16/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Summer Storage	3	100.00	300.00
-				
-				
-				
-				
-				
-				
-				
-				

**Total Material**

\$0.00

**Tax:**

0.00

**\*\* Yard is not responsible for mast head gear \*\*****Total:****\$300.00****\*\* All work must be paid in full before boat leaves yard \*\*****\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\***

RECEIVED  
 JUL 19 2004



**INVOICE**

6328-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945  
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 1/6/2004

Page 1

Bill To: Anderson, Ole  
 321 W Arcade

Boat Name: **FLASH**

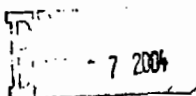
Home Phone: (561) 573-0021

Clewiston, FL 33440-

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
6328		1/6/2004		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Temporary Storage	1	500.00	500.00
-	Remove covers. Wash/dry. Recover	1	100.00	100.00

**Total Material****\$0.00****Tax:****0.00****\*\* Yard is not responsible for mast head gear \*\*****Total:****\$600.00****\*\* All work must be paid in full before boat leaves yard \*\*****\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\***

**INVOICE**

5871-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945  
 Phone: 781-639-0029 Fax: 781-631-0542

Date: 09/05/2003

Page 1

Bill To: Anderson, Ole  
 145 NE 6th Ave

Boat Name: **FLASH**

Home Phone: (561) 573-0021

Delray Beach, FL 33483-5422

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
5871		09/05/2003		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Temporary Storage	1	500.00	500.00

Total Material \$0.00

Tax: 0.00

\*\* Yard is not responsible for mast head gear \*\*

Total: \$500.00

\*\* All work must be paid in full before boat leaves yard \*\*

\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\*

SEP - 8 2003

Marblehead 000172

**INVOICE**

4201-1

**Marblehead Trading Company**

89 Front St. Marblehead, MA 01945  
Phone: 781-639-0029 Fax: 781-631-0542

Date: 05/02/2002

Page 1

Bill To: Anderson, Ole  
145 NE 6th Ave

Boat Name: **FLASH**

Home Phone: (561) 573-0021

Delray Beach, FL 33483-5422

Work Phone:

Work Order No.	Customer ID	WO Date	Terms	Boat ID	Launch/Haul Date
4201		05/02/2002		FLASH1	

Code	Description	Quantity	Unit Price	Extended Price
-	Temporary Storage	1	500.00	500.00

Total Material \$0.00

Tax: 0.00

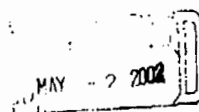
\*\* Yard is not responsible for mast head gear \*\*

Total: \$500.00

\*\* All work must be paid in full before boat leaves yard \*\*

\*\* Finance Charge 1.5% per Month on Overdue Accounts \*\*

For storage per  
note on check.  
With  
INVOICE  
TO COVER  
500.00  
Temp Storage



Marblehead 000173

Marblehead 000174



Invoice # 1741  
 Invoice Date 08/07/06

MARBLEHEAD TRADING CO.  
 89 FRONT STREET  
 MARBLEHEAD, MA 01945

(781) 620-0020

Boat Name: Flash

To: Anderson, Ole

145 MF 8th Ave

Work Order # 1741

Mooring #

0/1: 0

Phone: 33483

Phone: 33483

Launch/Haul Date: 07/08/06

Launch/Haul: 0

Finance Charge 1.5% per Month on Overdue Accounts.

DESCRIPTION	QTY	RATE	AMOUNT
2 1/2" x 8" (10) St	22.00	3.50	85.00
10 1/2" x 8" Boston	1.00	5.15	5.15

TOTAL MATERIAL

TOTAL LABOR

TOTAL TAX

TOTAL DUE

Marblehead 000176

ENTERED  
 8.3.00

[illegible][illegible]
$$\frac{1}{2} \left( \frac{1}{2} \right)^n = \frac{1}{2^{n+1}} \quad \text{for } n \geq 0$$

1. *Chlorophyll a* and *Chlorophyll b* were determined by the method of Lichtenthaler and Whistler (1973). The *Chlorophyll a* and *Chlorophyll b* contents were expressed as  $\mu\text{g/g}$  of fresh weight.

$\frac{1}{n} \sum_{j=1}^n x_j = \bar{x}$

$\frac{1}{n} \sum_{j=1}^n y_j = \bar{y}$

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities related to the project. It emphasizes the need for transparency and accountability in financial management.

$$\frac{d}{dt} \left( \frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$$

1. 1945-1946  
 2. 1947-1948  
 3. 1949-1950  
 4. 1951-1952

1. *U. lutea* L.

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: a control group and an experimental group. The control group received a standard diet, while the experimental group received a diet supplemented with a specific nutrient. The subjects were then subjected to a series of tests, including a physical performance test and a cognitive test. The results of the tests were compared between the two groups.

1. Examine the following passage  
 2. Examine the following passage  
 3. Examine the following passage  
 4. Examine the following passage

$$x = x_1 + x_2 + \dots + x_n, \quad x_i = \begin{cases} 1 & \text{if } i = 1, 2, \dots, n \\ 0 & \text{if } i = 1, 2, \dots, n \end{cases} \quad (1)$$
[illegible]

3.4.8      1.2.2      2011.10.1

22 7.80 93

7. The following are the names of the persons who have been appointed to the various committees of the Board of Directors:

571

5000

[illegible]

TOUR	TOUR
TOUR	TOUR
TOUR	TOUR
TOUR	TOUR

WORK ORDER # 1741  
ORDER DATE 07/08/20

MARBLEHEAD TRADING CO.  
40 FRONT STREET  
MARBLEHEAD, MA 01945  
1/811-200-2000

Boat Name: Flash

Class: Star #721  
Length: 20.00  
Type: S (Ball Power)  
Color:

To: Anderson, Ole  
15.00 15th Ave

Ray/Combo:

401 Fox Beach Rd 03483

Meeting #  
C/I: 0

Boat # 1011 1011 1011  
Boat # 1011 1011 1011

Launch/Haul Date: 07/08/20

Launch/Haul: 0

Boat # 1011 1011 1011  
Boat # 1011 1011 1011

Haul Site:

Launch Site:

1011 1011 1011

QTY RATE AMOUNT

1011 1011 1011  
1011 1011 1011  
1011 1011 1011

TOTAL MATERIAL \$

TOTAL LABOR \$

TOTAL TAX \$

TOTAL DUE \$

Marblehead 000179

Invoice # 1741  
 Invoice Date 03/15/2006

MARBLEHEAD TRADING CO.  
 89 FRONT STREET  
 MARBLEHEAD, MA 01945

(781) 639-0029

Boat Name: Flash

To: Anderson, Ole  
 145 NE 6th Ave

Work Order # 1741  
 Mooring #  
 C/J: 0

Del. Lic. Reg. # FL 33483

Home Phone: (561) 573-21  
 Work Phone: (561) 573-21

Launch/Haul Dates: 07/08/100  
 Launch/Haul: 0

TERMS: Net 30 DAYS. Finance Charge 1.5% per Month on Overdue Accounts.

LOG	DESCRIPTION	QTY	RATE	AMOUNT
	Oil Load @ Cliff St	22.00	3.80	83.60
	Rig for Boston			
	Truck to Boston & Back	1.00	571.50	571.50

NOTE: Ole, the rig & truck to Boston & back  
 11 hours, plus fuel, plus the use  
 of the truck was a deal!

Received from #445	-400.00	1.00	-400.00
--------------------	---------	------	---------

COMMENTS:

TOTAL MATERIAL \$  
 TOTAL LABOR \$  
 TOTAL TAX \$

TOTAL DUE \$125.10

Marblehead 000181



WIND SHEAR 11-41 AM '05  
 TO FRONT STREET  
 MARBLEHEAD, MA 01945

WIND 10-14 KNOTS

Boat Name: E. J. J.

For: Arthur J. J.  
 147-10-11-11

Wick (Index) 8 171

Meaning 4

147-10-11-11 11-11-11

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11-11-11 11-11-11

Marblehead 000182

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,	)	
Plaintiff,	)	
	)	
v.	)	CRIMINAL NO. 04-10054-NG
	)	
GARY MILO,	)	
Defendant.	)	

**UNITED STATES' MOTION FOR ISSUANCE OF A  
PRELIMINARY ORDER OF FORFEITURE AND A MONEY JUDGMENT**

The United States, by and through its attorney, Michael J. Sullivan, United States Attorney for the District of Massachusetts, hereby moves that this Court issue a Preliminary Order of Forfeiture and Money Judgment in the above-captioned case pursuant to Title 21, United States Code, Section 853, and Rule 32.2(b)(1), (c)(1), and (e) of the Federal Rules of Criminal Procedure. A proposed Preliminary Order of Forfeiture and Money Judgment is submitted herewith. In support thereof, the United States sets forth the following:

1. On or about February 17, 2004 a one-count Information was filed charging the defendant Gary Milo (the "Defendant") with the following violation: Conspiracy to Possess With Intent To Distribute and to Distribute Marijuana, a Schedule I controlled substance, in violation of Title 21, United States Code, Section 841(a)(1) and 21 U.S.C. §846 (Count One).

2. The Information also contained a Criminal Forfeiture Allegation, in which, as a result of the Defendant's commission of the offense alleged in Count One of the Information, and pursuant

to 21 U.S.C. §853, sought the forfeiture of: (1) any and all property constituting or derived from any proceeds the Defendant obtained directly or indirectly as a result of the charged offenses; and (2) any and all property used or intended to be used in any manner or part to commit and/or to facilitate the charged offenses.

3. On or about April 29, 2004, the Defendant, pursuant to a written plea agreement, entered a plea of guilty to Count One of the Information. In the plea agreement, the Defendant agreed to forfeit to the United States any and all assets subject to forfeiture, pursuant to 21 U.S.C. §853.

4. At the time of charging Information, the United States charged the Defendant with 1,000 kilograms of marijuana. Pursuant to the Plea Agreement, Defendant admitted responsibility for between 1,000 kilograms to 3,000 kilograms of marijuana. Subsequently, based on additional information obtained by the Government, the United States has learned the total amount of marijuana for which the Defendant is responsible under the conspiracy to which the Defendant has plead guilty is approximately 5,034 kilograms of marijuana. One kilogram is equal to 2.2 pounds. Therefore, approximately 5,034 kilograms of marijuana is equal to approximately 11,075 pounds of marijuana.

5. Based on the training and experience of United States Drug Enforcement Administration Special Agent Gregg A. Willoughby

("Special Agent Willoughby"), the case agent, the price of marijuana charged by the Defendant during the conspiracy varied between \$900 to \$1,000 per pound. Taking the low end, \$900 per pound, the total proceeds earned by the Defendant during the conspiracy are \$9,967,500. Based on the Defendant's guilty plea and conviction on Count One, and the Criminal Forfeiture Allegation of the Information, pursuant to 21 U.S.C. §853, the United States is now entitled to forfeit from the Defendant \$9,967,500, or substitute assets in a value up to \$9,967,500.

6. In this case, the Government has shown that the Defendant received \$9,967,500, as proceeds of the offense charged in Count One of the Information to which the Defendant has pled guilty. The Government has attempted to locate these funds, but has been unable to do so.

7. The United States had identified \$650,000 in cash as directly forfeitable. Specifically, (1) \$150,000 in drug proceeds that the Defendant transferred to one of his relatives, believed to be his sister, Sandra Milo, (2) \$100,000 in drug proceeds the Defendant transferred to another relative, believed to be another sister of the Defendant, (3) \$100,000 in cash currently in the Defendant's possession, and (4) \$300,000 in various checking accounts controlled by the Defendant. If received, this \$650,000 United States Currency will then be used to reduce the money judgment.

8. By virtue of the Defendant's guilty plea and conviction, and the Criminal Forfeiture Allegation of the Information, the United States is now entitled to the forfeiture of \$9,967,500, or substitute assets in an amount up to the value of \$9,967,500 to satisfy the money judgment. See Rule 32.2(b)(2); 18 U.S.C. §1963(m) and 21 U.S.C. §853(p); United States v. Candelaria-Silva, 166 F.3d 19, 41 (1<sup>st</sup> Cir. 1999).

9. An order of forfeiture may take several forms, including an order for a money judgment, directly forfeitable property, and substitute assets. The entry of an Order of Forfeiture in the form of a money judgment is specifically authorized by Rule 32.2(b)(1) and (c)(1) of the Federal Rules of Criminal Procedure. See United States v. Hall, 2006 WL 60959, \*10 (1<sup>st</sup> Cir. Jan 12, 2006) (holding that a money judgment for the total value of the ill-gotten proceeds is appropriate regardless whether the proceeds of the defendant's crime are still in his possession.). Such orders of forfeiture are commonplace. In this case, the United States is entitled to a money judgment for \$9,967,500.

10. Therefore, the Court may enter a Preliminary Order of Forfeiture and Money Judgment in the amount of \$9,967,500, pursuant to 21 U.S.C. §853. The Government reserves the right to conduct additional discovery to locate additional forfeitable assets to satisfy the Money Judgment.

11. This Court's jurisdiction in this matter is founded upon



21 U.S.C. §853(a), which provides that, with respect to any person convicted of drug offense punishable by imprisonment for more than one year:

[t]he Court, in imposing sentence..., shall order...that the person forfeit to the United States all property described in this subsection.

12. Rule 32.2(b)(1), (b)(2), and (b)(3) of the Federal Rules of Criminal Procedure provide that as soon as is practicable after entering a guilty verdict on any count on which forfeiture is sought in an indictment, the Court shall determine whether the government has established the requisite nexus between the property and the offense, subjecting the property to forfeiture. The Defendant is responsible for approximately \$9,967,500 in conspiracy proceeds. By virtue of the Defendant's guilty plea and conviction, the United States is entitled the forfeiture of \$9,967,500 or substitute assets in that amount. At sentencing - or at any time before sentencing if the defendant consents - the order of forfeiture becomes final as to the Defendant and shall be made part of the sentence and included in the judgment.

13. In accordance with the provisions of 21 U.S.C. §853(m) and Rule 32.2(b)(3) of the Federal Rules of Criminal Procedure, the United States requests that it be permitted to undertake whatever discovery is necessary to identify, locate, or dispose of property subject to forfeiture, including substitute assets.

14. In the event that additional assets are identified which

are subject to forfeiture either directly or pursuant to 21 U.S.C. §853(p), as incorporated by 18 U.S.C. §982, the United States will seek an amended Preliminary Order of Forfeiture.

WHEREFORE, the United States respectfully moves that this Court enter a Preliminary Order of Forfeiture and Money Judgment of \$9,967,500 in the form submitted herewith.

Respectfully submitted,  
MICHAEL J. SULLIVAN  
United States Attorney,

/s/ Jennifer H. Zacks  
RACHEL E. HERSHFANG  
JENNIFER H. ZACKS  
Assistant U.S. Attorneys  
United States Courthouse  
Suite 9200  
1 Courthouse Way  
Boston, MA 02210  
(617) 748-3100

Date: 2/7/06

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing document(s) have been filed through the Electronic Court Filing System and also have been sent by first class mail and facsimile to Robert L. Sheketoff, Esquire, One McKinley Square, Boston, MA 02109 on February 7, 2006.

/s/Jennifer H. Zacks  
Jennifer H. Zacks  
Assistant U.S. Attorney

Dated: 2/7/06

**Exhibit 4: Flash II expenses compared with Dr. Lane's investment**

The figures contained in *The Forepeak Marine Hardware and Supplies* invoices appear to be included in Marblehead bills for corresponding dates, with the exception of *Forepeak Supplies* invoices from May - July 1997, for which we have found no corresponding bills from Marblehead . Therefore, the only Forepeak invoices included in this spreadsheet are those dated 5/7/1997 or later. There are no Marblehead invoices for the last half of 1997.

[illegible]

**Table of Dr. Lane's documented contributions to the consortium**

Date	Amount	Type of documentation	Exhibit #/page
7-12-1996	\$10,000 <sup>1</sup>	receipt re: cashiers checks	Ex. 1 p. 5
7-19-1996	\$20,000	Dr. Lane's testimony about a cashier's check he paid after visit to Sailorman, to finish buying out Fitzgerald's interest and pay \$8,000 toward restoration	Trial pp. 68, 71
12-24-1996	\$25,000	Consortium agreement shows Dr. Lane had paid \$25,000 in participation units by 12-24-97	Ex. 1 pp. 15-16
1-8-1997	\$3,000	cashier's check purchased by Dr. Lane	Ex. 1 p. 19
12-24-1997	\$60,000	handwritten agreement shows that by 12-24-1997 Dr. Lane had contributed a total of \$60,000 to the Consortium	Ex. 1 p. 29, Trial p. 78
12-25-1997	\$1500	cancelled check submitted after the 12-24-97 itemization	Ex. 1 p. 20

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<sup>1</sup> Chuck Fitzgerald's receipt shows the Consortium was paying \$22,000 to buy out Fitzgerald's interest.